



SCOTTSDALE AIRPORT ADVISORY COMMISSION
Public Meeting and Executive Session
Wednesday, March 12, 2003 at 6:00 p.m.
Airport Administration Conference Room, 2nd Floor
15000 N. Airport Drive



Donald Maxwell, Chairman

David Vaughan, Vice Chairman
Bill Mack
Philip Vickers

John Knudsen
Leonard Tinnan
Tom Guilfooy

Notice is hereby given to the members of the Scottsdale Airport Advisory Commission and to the general public that the Scottsdale Airport Advisory Commission will hold its regular meeting open to the public at 6:00 p.m. on Wednesday, March 12, 2003 at the Airport Administration Conference Room, 2nd Floor, 15000 N. Airport Drive. The Commission may vote to go into Executive Session, which will not be open to the public, for purposes of obtaining legal advice from the City's Attorney on any of the agenda items listed below pursuant to A.R.S. Sec. 38-431.03(A)(3)*.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Airport Administration office at (480) 312-2321. Requests should be made as early as possible to allow time to arrange accommodation.

AGENDA

CALL TO ORDER

ROLL CALL

MINUTES

1. Action

Approval of the Minutes of the February 13, 2003 Meeting.

*Citizens must complete a "Citizen Voice" comment card and submit it to an Aviation Staff member before or during this meeting in order to address the Commission on any agenda item or during Public Comment time. The Public Comment time is reserved for citizen comments regarding **non-agenda** items, therefore, no official Airport Advisory Commission action or discussion can be taken.*

PUBLIC COMMENT

AERONAUTICAL BUSINESS PERMIT(S)

2. Action

Ratification of Airport Aeronautical Business Permit for Scottsdale Air Center to provide Fixed Base Operator (FBO) Services at Scottsdale Airport.

3. Action

Ratification of Airport Aeronautical Business Permit for Swift Aviation Services, Inc. to provide Aircraft Mobile Maintenance and repair Services and Specialized Aircraft Repair Services, Avionics, at Scottsdale Airport.

4. Information

Aeronautical Business Permit Cancellations or Revocations.

GENERAL BUSINESS

5. **Action**
Recommend Resolution No. 6260 approving assignment of the tenants interest under existing lease for the airport restaurant and related office space and the amendment of the lease for office space.
6. **Action**
Recommend Resolution No. 6259 approving amendment and assignment related to the proposed aircraft museum project to be located on property at the southeast corner of Scottsdale Road and Thunderbird Road.

OLD BUSINESS

7. **Action**
Consider proposed modifications to the Airport Minimum Operating Standards – Section 7-10 mobile aircraft washing service.
8. **Action**
Consider proposed modifications to the Airport Minimum Operating Standards – Section 6-4 aircraft management services, and Section 6-5 charter brokerage services.

NOISE ISSUES

9. **Information**
February 2003 Noise Report.
10. **Information**
Flight Tracking Systems Overview.

OPERATIONS UPDATE

11. **Information**
Review of Airport Operations

MEETING SCHEDULE

12. **Action**
Review/Modify Meeting Schedule.

PUBLIC COMMENT

DIRECTOR'S REPORT

ITEMS FROM THE COMMISSION

ADJOURNMENT

EXECUTIVE SESSION

- I. Concerning Legal Issue Related to Airport Noise.

ADJOURNMENT

*The Open Meeting Law, at A.R.S. Sec. 38-431.03(B), requires that a public body advise all persons attending an Executive Session or obtaining access to Executive Session Minutes or information that such minutes and information must be kept confidential except from members of the public body which met in Executive Session, from officers, appointees or employees who are the subject of discussion or consideration pursuant to subsection A, paragraph 1 of Sec. 38-431.03(B), and from the auditor general made in connection with an audit authorized as provided by law.

**SCOTTSDALE AIRPORT ADVISORY COMMISSION
15000 N. AIRPORT DRIVE, SCOTTSDALE, AZ 85260**

**FEBRUARY 13, 2003
REGULAR MEETING**

MINUTES

PRESENT:	Donald Maxwell, Chairman John Knudsen Leonard Tinnan Tom Guilfooy	David Vaughan, Vice Chairman Bill Mack Philip Vickers
STAFF:	Scott Gray, Aviation Director Gary Mascaro, Asst. Aviation Director Matt Johnson, Airport Specialist Myron Kuklok, Risk Management Dir. Marc Baskel, Operations Specialist	Paul Norman, Assistant City Attorney Chris Read, Asst. Aviation Director Kevin Shirer, Airport Planning & Environmental Suzanne Welch, Risk Management
OTHER(S):	John Castrogiovanni, JMC Aviation John Frevola, Corporate Jets, Inc. Brian Ready, AZ Business Aviation Vicky & Mike Smotherman, Residents	Jim Harris, Coffman Associates, Inc. Jay Verdaglio, Sawyer Charter Service Sandy Lambert, Resident Nick Luongo, Resident

CALL TO ORDER

Chairman Maxwell called the meeting to order at 6:00 p.m.

ROLL CALL

A formal roll call confirmed members present as stated above.

APPROVAL OF MINUTES

Commissioner Vickers requested a change to the second paragraph on page seven of the minutes to reflect in the January meeting Chairman Maxwell asked him what his agenda was and that he responded by specifically defining his agenda and he would like that noted in the minutes. Chairman Maxwell asked if with that amendment, do they have a motion for approval.

Commissioner Guilfooy made a motion to approve the minutes of the January 8, 2003 meeting. Commissioner Tinnan seconded the motion and it passed by a vote of 7-0.

PUBLIC COMMENT

Chairman Maxwell briefed the meeting attendees on the Public Comment process and submission of the Public Comment cards provided at the meeting.

Chairman Maxwell said he had five Public Comment cards submitted by Nick Luongo, which will be taken when the agenda items are discussed. There were no cards submitted for non-agenda items.

AERONAUTICAL BUSINESS PERMIT(S)

A. Item 2 - Action

Ratification of Airport Aeronautical Business Permit for Sawyer Charter Service to provide aircraft sales services, and aircraft charter brokerage services at Scottsdale Airport. (This item was tabled from the January meeting.)

Mr. Matt Johnson advised the Commission that Sawyer Charter Service has provided the appropriate documentation as required in the Airport Minimum Operating Standards, and the 2.5 percent fee is anticipated to generate approximately \$1,000 in annual revenue to the Aviation Enterprise Fund. Mr. Jay Verdaglio from Sawyer Charter Service was present to answer any questions from the Commission.

Commissioner Tinnan suggested since Item 5 deals with the definition of aircraft charter brokerage services, it might be more appropriate for the Commission to act on that item before this particular one.

Mr. Mascaro stated the purpose of Item 5 is to provide further clarification in the *Airpark* Minimum Operating Standards, not *Airport*. Commissioner Tinnan then withdrew his request to move Item 2.

Commissioner Mack made a motion to approve the Airport Aeronautical Business Permit for Sawyer Charter Services. Vice Chairman Vaughan seconded the motion, and it passed by a vote of 7-0.

B. Item 3 - Information

Report on any Cancelled or Revoked Permits.

Mr. Johnson advised the Commission that this is an information item that will be provided to the Commission on a monthly basis. He noted the list of all the current permittees in the Airport and Airpark has also been provided for the Commission. Any changes to the list will be highlighted. Mr. Johnson advised the Commission he has no permit cancellations or revocations to report at this time.

Commissioner Knudsen asked if they ever receive any feedback regarding the estimated revenue per year from the permittees. Mr. Mascaro said overall they have been doing fairly well regarding the estimated revenues from the rates and fees that were established.

Vice Chairman Vaughan asked if they have a total of the tenants in the Airpark and also how many are aviation permittees. Mr. Gray responded they do not keep track of how many businesses are in the airpark, only those that are aviation related. Mr. Gray suggested that the City's Economic Development department would probably have additional information.

Commissioner Vickers inquired if the people on the tenant list are considered commercial airport operators, subject to our insurance requirements. Mr. Mascaro said they are subject to the rules and regulations including the insurance requirements because they are aeronautical businesses. The Airpark businesses are based on the Airpark Minimum standards that require insurance depending on the type of business they do.

Commissioner Vickers inquired if anyone on staff ever reviews the insurance coverage on file for each of the permittees. Mr. Mascaro responded they do.

Commissioner Vickers inquired if transient aircraft is required to have insurance. Mr. Mascaro responded at this time they do not have insurance requirements for those operators.

GENERAL BUSINESS

A. Item 4 - Information

Update by the city's Risk Management Division on Insurance Requirements at Airport/Airpark.

Mr. Myron Kuklok, Risk Management Director, advised the Commission that the City's insurance requirements at this time are sufficient and do not create an undue hardship on the commercial ventures

at the Airport. He added there is no question, however, that the insurance marketplace has been difficult since 9/11.

Commissioner Guilfoxy inquired if operators such as flight schools, flying clubs, etc. have had difficulty in obtaining insurance to meet our standards. Mr. Kuklok responded that they have not had a lot of complaints.

Commissioner Vickers said his concern is how the residents of the community that may be affected by a potential accident and since we are required to have insurance for cars, why don't we have minimum coverage for aircraft.

Mr. Kuklok responded that approximately 60 percent of the aircraft landing and takeoffs are transient and it would be difficult to administer. For based aircraft that we have leases for in the general aviation area, we could do something because the minimum operating standards only apply to commercial ventures.

Mr. Kuklok then briefed the Commission on the amounts of coverage the City has, their current insurance carriers and types of coverage in place, including insurance against terrorism risks.

B. Item 5 - Information

Review proposed modifications to the Airpark Minimum Operating Standard – Section 6-4 Aircraft Management Services and Section 6-5 Charter Brokerage Services.

Mr. Mascaro stated charter brokerage services went into effect in the Airport Minimum Operating Standards when the Aviation Financial Plan was approved in July, however, this same provision was not included in the Airpark Minimum Operating Standards. Staff wishes to clarify the Airpark Minimum Operating Standards to be consistent. Mr. Mascaro provided details of the language in the relevant minimum standards sections and the changes they wish to make for clarification and consistency.

C. Item 6 - Information

Review proposed modifications to the Airport Minimum Operating Standard – Section 7-10, Mobile Aircraft Washing Service.

Mr. Kevin Shirer stated the purpose of this item is to clarify and reformat the existing language in the Airport Minimum Operating Standards for mobile aircraft washing services. He added there needs to be clearer language regarding aircraft washers permitted to wash aircraft on airport, and as part of the improved Storm Water Pollution Prevention Plan we are going to be enforcing the existing standards to a new level requiring aircraft washers to vacuum or remove any material that washes off the aircraft.

Commissioner Tinnan asked for clarification on some of the wording in the operating standard language and their meaning. Mr. Shirer clarified the terms regarding commercial aeronautical operators contracting for service. Mr. Gray offered to make the language more specific before bringing it back to the Commission at next month's meeting.

D. Item 7 - Information

Update on Airpark Development/Construction

Mr. Shirer presented an update on Airpark development and constructions including a detailed map showing hangars under construction and those next to the taxiways that are under construction or proposed for construction.

Mr. Gray asked if the Commission would like this update on a monthly basis. The Commission consensus was to have it provided quarterly.

E. Item 8 - Information

Review Leasing/Licensing Agreement Procedures

Mr. Mascaro provided a copy of the rules and City Code for Lease Agreements compared to License Agreements. He explained the difference between the two agreements and the instances and conditions under which either would be used.

Commissioner Guilfooy inquired if he were in a license agreement and he stayed longer than 12 months, would he then be at market risk or forced to go into a long-term lease. Mr. Mascaro said after a six month period, we usually ask the tenant if they would be interested in a longer term. If they are, they are then informed that the office space will be put out to bid because the license agreement is not to exceed one-year. Mr. Mascaro added that typically license agreements have only been used for office space or special circumstances, for example using a lot for sale of Christmas trees for 30 days.

Commissioner Vickers noted the GlobalJet scenario and letter and inquired if that issue has been addressed, and can the issue be addressed in a license agreement versus a lease agreement.

Mr. Gray reviewed the GlobalJet letter requesting they be allowed to lease a larger office space for a two-year period for \$10 per sq. ft. when current market rate was about \$20 per sq. ft. Mr. Gray added they responded to the tenant that according to their business practices they were not allowed to offer space at half the market rate.

Commissioner Tinnan inquired how many square feet are under airport control, how much leased, how much licensed, and how much is vacant. Mr. Gray responded that Suite 100 is the only vacant space under their control that is not leased or licensed.

Commissioner Guilfooy requested confirmation on how comps are determined, how often, and who does the rental service. Mr. Mascaro responded that he works with the Chamber of Commerce and that Scottsdale Airpark does a quarterly review of all the rates and fees and he determines the average from them to stay competitive with the market. They are considering allowing non-aviation businesses to lease/license office space for five-year terms.

Commissioner Vickers inquired how long they would consider holding out for \$20 a sq. ft. Mr. Gray responded that if the office space average rental goes down, they will adjust their rate downward. However, based on the last figures they had it was \$18 a sq. ft. and that figure was offered to GlobalJet, which they turned down.

F. Item 9 - Action

In accordance with the Airport Advisory Commission Bylaws, Section I., 105, the Commission may appoint subcommittees of its members. This action is to create a subcommittee whose primary focus will be to act as a liaison between the Airport Advisory Commission and the recently formed City Council Subcommittee on Aviation. Requested by Chairman Maxwell.

Chairman Maxwell said he contacted the chairman of the Aviation Subcommittee and indicated what he had in mind as an aid to them. He also attended their first meeting where he was called upon as to what his suggestion would be. Chairman Maxwell said he is going to appoint three members and they can choose their own chairman to act as liaison as to whatever the subcommittee would want to do, it would also go through staff, and also to study noise abatement and how we can get positive information and factual information about the Airport to our public. The three individuals that Chairman Maxwell appointed are: Commissioner Tinnan, Commissioner Guilfooy, and Commissioner Mack.

Mr. Nick Luongo stated he would like to see Commissioner Vickers as a member of that subcommittee since most of the people here are pilots and a non-pilot is needed on the sub-committee. Chairman Maxwell responded he appreciated Mr. Luongo's comment, however, he has already made the appointments.

Vice Chairman Vaughan made a motion to approve the subcommittee as appointed by Chairman Maxwell. Commissioner Knudsen seconded the motion and it passed by a vote of 7-0.

NOISE ISSUES

A. Item 10 - Information January 2003 Noise Report

Mr. Kevin Shirer advised the Commission that this will be the last noise report that they will receive in this format. Mr. Shirer had some comments from people concerned about their names appearing in the report and they wish to be sensitive to their concerns, so in the future the website report will just have the first page and the last three pages and the 47 pages of names will be eliminated. For the people who do want to see lists of names can be made available on the website, but the names won't be mentioned, they will be substituted with a caller ID number.

Mr. Gray said they will be providing the information the Commission wants, therefore, should the Commission wish the caller names, they would still be provided that information.

Commissioner Knudsen inquired why omit the names if it is a public record? Mr. Gray said if the Commission desires it they would provide it, but the names would not be on the website. Mr. Mascaro added the website states anyone wishing the complete report, can request one by sending an email.

Commissioner Tinnan stated the information that would be useful to him would be if they had the number of complainants, local and regional. Commissioner Vickers stated he would find it useful if the N numbers were provided. Mr. Gray stated out of 7800 complaints last year, there were probably no more than half a dozen N numbers provided, and unless they have an N number to identify the specific airplane the complaint is about, they have no way of ascertaining which airplane and which pilot to identify.

Mr. Nick Luongo noted the January Noise Report numbers declined in February but there is no data for February. Mr. Shirer said the graph at the bottom of page 47 shows the data for February as of the date the report was prepared. Mr. Luongo said it was misleading and he would like it changed.

Mr. Luongo then alluded to an article in the Scottsdale Flightline newsletter that noted in the 2002 noise complaints only 6 people or 1.2 percent of the total number of callers filed 66 percent of the total complaints. Mr. Luongo said he would like to hear from the Commission if they agree with the author's implication that there is little or no noise problem in Scottsdale.

Mr. Gray stated the newsletter is prepared by Airport staff and there was no implication by our staff whatsoever that there was not a noise issue; we stated the facts. Mr. Luongo said he interprets it as gloating. Chairman Maxwell stated when he reads, for example, in January one person filed 575 complaints, another individual filed 616 complaints and they are not in our area those are facts.

Commissioner Knudsen stated perception is a problem in measuring noise and unless you have scientific methods of determining the noise levels it is difficult. Vice Chairman Vaughan added that due to the heightened media attention, people are now listening with their eyes and reporting aircraft that they may not have been aware of previously. He added that practical standards must be taken into consideration in determining valid noise complaints, and with the growth in development aircraft will always be flying over somebody's home at one time or another.

Commissioner Vickers stated it serves no purpose to spend time and money on detailed noise complaint tracking if nothing is done to find the perpetrators and it's physically impossible to do anything without proof. Commissioner Vickers questioned if the tower tracks takeoffs and landings, and if a caller complains about an aircraft landing at a particular time, is there no way to determine what aircraft it was so something can be done about it.

Mr. Gray said Item 11 on the agenda is meant to address the noise abatement reporting program and to determine what the Commission would like to omit or include in the report that would be valuable and useful to them.

B. Item 11 - Information
Review Airport Noise Program

Mr. Shirer gave a presentation and provided handouts to the Commission detailing the purpose of the noise program, its history, and future options. Mr. Shirer highlighted their noise abatement successes over the past years in working with operators to alleviate the impacts of aircraft noise and in pilot education efforts.

Mr. Shirer then provided a breakdown of staff time, by personnel, involved in preparation of the noise reporting system. The cost of staff time at their hourly rate amounts to approx. \$200,000 a year, in addition to \$8,000 a year in printing costs for the pilot guides. Scottsdale Airport is the only airport in the valley to provide noise abatement maps to other valley airports and flight schools. The expenses do not include the special studies done, including airspace consultants and special printings.

Mr. Shirer explained the noise complaint system; traditionally, the noise hotline; and since April 2002, through the Airport website. He detailed the staff time involved in responding to the complaints and the documentation associated with each complaint received and the follow-up processes, including letters, education, tower involvement, etc. Mr. Shirer advised the Commission of his proactive activities in speaking to home owner associations, citizen organizations, individual home visits, and realtors, including the quarterly classes he and Vice Chairman Vaughan give at the Southwest School of Real Estate.

Mr. Shirer informed the Commission that he also works with area developers to ensure anything they are proposing to build near the Airport or in the Airport Influence Area is compatible with our noise abatement plan, and in obtaining disclosure agreements to forestall folks who may claim they never knew the airport was there. He added the public outreach and the Part 150 Study would be the big opportunity for the public to come forward and state their concerns.

Mr. Shirer briefed the Commission on his interagency coordination with the FAA, ADOT, MAG, the Governor's Council, the Phoenix Users Technical Group, the Flight Training Work Group who manage flight schools throughout the valley and supervise flight instructors throughout the valley.

Mr. Shirer also detailed the progress on the low altitude radar coverage and noted that it will always be the primary issue here. He is awaiting a return call from the FAA regarding the status of the operational readiness test of the Williams-Gateway radar and expects to have that information ready for the City Council Subcommittee on Aviation. Mr. Shirer added they are also monitoring the national and international status on the phase-out of Stage 2 aircraft and the proposed Stage 4 standard that everyone agrees we need to go to, but nobody has set forth a timetable to adopt it. Mr. Shirer then briefed the Commission on what they can do to be effective with noise abatement, including encouraging a contract FAA Tower, pledges to be signed by airport operators, and automation to enhance voluntary curfews. Mr. Shirer stated noise monitors and flight tracking system would also help tremendously in the noise abatement program efforts. He finished by encouraging everyone to look at the website, including the Noise Study Executive Summary, and all the noise information links that include most of the information discussed this evening. Mr. Shirer also described and demonstrated two flight tracking systems, how they perform and the associated costs. Mr. Gray added that information for the smaller general aviation aircraft would not be able to be tracked through these systems.

Commissioner Guilfooy informed the Commission that he put together a complementary presentation about the facts as they relate to the airborne activity in and around Phoenix. He added there is a very clear difference as to what the City can do and what the Federal Aviation Administration can do. While Commissioner Guilfooy prepared his presentation, public comments were taken.

Mr. Brian Ready, Arizona Business Aviation Association, addressed the Commission and stated he is their incoming president and he wished to commend staff on their noise abatement plan, and that staff has been very helpful in helping his organization understand the program. He would like to offer that they do have a local resource for business aviation, they have meetings in town, and they try to make their pilots aware of the noise issues and encourage them to fly as quietly as they can. Mr. Ready offered the

Commission and residents that he and his organization are available to answer any questions or concerns.

Mr. Luongo asked if the FAA has released funds to conduct the Part 150 Study. Mr. Gray responded that they have not yet been released, however, the House of Representatives approved the ominous spending bill and after Senate approval and presidential signature, it will probably take another couple of months for the funds to be distributed to the various agencies.

Commissioner Guilfooy gave his PowerPoint presentation that included technical content and facts from the airside perspective as it relates to noise issues. He provided detailed information on flight patterns, pilot/tower communications, and factors relating to VFR and IFR approaches and routes of arrivals and departures, including altitudes, and the area reporting points. Commissioner Guilfooy answered questions from the Commission and Mr. Luongo, and provided clarification of technical information related to glide slope, altitude and procedures conducive to a safe approach and departure at Scottsdale Airport.

Commissioner Mack wanted to take a moment to commend Mr. Shirer on the excellent presentation he gave on the Airport Noise Program.

Mr. Gray stated Mr. Guilfooy's recommendation in his presentation to identify jet aircraft if it is commercial aircraft or not was a good one that could be incorporated into the noise reporting system. He asked if the Commission had any additional suggestions.

Commissioner Tinnan said perhaps they should take complaints only through the website. Commissioner Mack said many don't have a computer so they still need to accept telephone complaints. Chairman Maxwell stated he would like to see those complaints within a five-mile radius that are controlled by the tower under the Class D airspace and he would still like to see the names of the complainants. Commissioner Knudsen agreed with the five-mile radius – the grid.

Commissioner Vickers said he would like to have a specific Work session on the specific recommendations because there are a lot of suggestions coming from a lot of different angles and perhaps the Commission should get together and meet just on this particular item as to what we want on the report and we can get it all without missing anything. Commissioner Tinnan advised they should allow a chance to make some changes and then come back and work on a revised one, rather than start now. Vice Chairman Vaughan said the three person subcommittee working with the City Council's Aviation subcommittee would be in a position to zero in on this and present the information to their respective groups, rather than encompass too many people at one time. Mr. Gray interjected that they will be making the same presentation to the Aviation subcommittee. That will be open to the public and a notice will be sent to the Commission. A specific date has not yet been set.

Commissioner Tinnan inquired if they would be getting a presentation at the next meeting of possible flight tracking systems. Mr. Gray responded they would get the information together and they have been requested to do a presentation through the subcommittee, not particularly on that topic, but they may try to merge it. Mr. Gray advised they can schedule a Work Study Session before the regular meeting if the Commission wishes. Mr. Gray said they can send out a draft before the next meeting and work some of the bugs out before the next regular meeting.

Chairman Maxwell inquired if everyone agreed that they should only have reports to us on the official grid, and the list of names. Mr. Gray said the remaining information will be presented to the Council. Commissioner Knudsen said he would like to thank the people who came here tonight, Mr. Luongo and Mr. Ready.

Mr. Luongo inquired if it was a federal regulation that the N number always has to be in a specific part of the airplane. The response was yes, and it is required on the right side of the rear fuselage, toward the tail, and it specifies for different size airplanes a specific size that the N number must be.

Mr. Mascaro advised the Commission that staff has provided some handouts for their information, including a new FAA flyer regarding how to identify unauthorized, low flying aircraft, flight track maps, master plan/part 150 executive summaries, and copies of the website pages regarding noise information.

C. Item 12 - Information

Noise Control Through Contractual Agreements – Requested by Commissioner Vickers

Commissioner Vickers wished to bring this item to the attention of the Commission because he noted when we published the Part 150 Noise Compatibility Study, they came up with a 1970 informal noise abatement procedure for jets flying under visual flight rules. This procedure could very well be outdated to say that Scottsdale had a noise ordinance in place prior to 1990. No one seems to be able to find this procedure that has been referred to by Coffman Associates.

Commissioner Vickers stated that at his very first Commission meeting, Councilman Littlefield stated that the people of Ironwood have a noise problem in and around the airport area, and he has made a commitment to make some inroads into the situation and make it better. Commissioner Vickers stated that Councilman Littlefield has challenged the Commission to do everything they possibly can that is legally permissible to reduce noise. He agreed a lot has been done in the last 30 years, but there is more that can be done.

Commissioner Vickers stated that in 1989 there were 7 Stage 2 level aircraft based at Scottsdale. In 2002 there are now 12. He added if they are working towards discouraging these people to operate here, why are we seeing this growth pattern of Stage 2 aircraft being based here. He added he looked at the National Noise Policy and we heard the word discrimination, and the 1990 Act states you can't discriminate. But the 2000 National Noise Policy states, "Airport proprietors are primarily responsible for planning and implementing action designed to reduce the effects of noise on residents in the surrounding area." It goes on to say such actions may include optimal sight location, improvements in design, noise abatement, ground procedures, land acquisitions and restrictions on airport use and restrictions on airport use that do not unjustly discriminate against any user and impede the federal interests in safety and management of the air navigation system, or unreasonable interference with foreign commerce. Commissioner Vickers stated the two critical words are, "unjustly" discriminate and "unreasonable" interference. And this is a policy that is now taking precedence over the 1990 Act.

Commissioner Vickers said he then went to the responsibilities of members of the Commission and number 6 states, "The Airport Advisory Commission shall, with the assistance of City staff, advise the City Council as necessary on leases of City property at the Airport." So it is their responsibility to make any recommendations, if they can, that might limit, if legally possible, and it doesn't unjustly discriminate, and it doesn't unreasonably interfere with commerce, of recommending to our City Council that perhaps in all future in all lease provisions executed on City property that it preclude the leasing or sub-leasing of the property to Stage 2 aircraft.

Commissioner Vickers suggested they recommend to City Council that they enter a provision in all the leases that no Stage 2 level aircraft occupy any of our City-owned property. He added he does not know of any court case that says they cannot do that. It may be that the City Attorney's office would determine that we cannot do that, but according to the information he has based on the National Noise Policy, he would like the Commission to make the recommendation.

Mr. Luongo stated he supports Commissioner Vickers recommendation on the basis that we are on a track if we get the funds to start the Part 150 Study and follow it with Part 161, but we are two years away from that process to get Stage 2 banned as they are the cause of most of his aggravation. Therefore, if there is anyway possible for Commissioner Vickers recommendation to find another means to limit or discourage Stage 2 aircraft at Scottsdale Airport, then he is in full support of that recommendation.

Chairman Maxwell stated he has not seen one statistic that shows that Stage 2 aircraft generate the most complaints. He inquired of Mr. Luongo if all his complaints are Stage 2 aircraft. Mr. Luongo responded

that was correct. He also believes there are marginal Stage 3's that may be causing the problem, and the new flight pattern is bringing them right over Ironwood Village.

Chairman Maxwell stated the landing and departure pattern at Scottsdale Airport has not changed, and Northwest 2000 had nothing to do with our traffic pattern. Mr. Luongo stated he cannot wait 2 years to mitigate this problem for the residents and if there is any avenue that can be followed he would certainly appreciate and support it.

Mr. Brian Ready said he wished to make two points: 1) On January 7, 2005 RVSM, which is reduced vertical separation will be implemented within the continental United States. What that means is that altitudes between 29,000 ft and 41,000 ft. will go to 1,000 ft. separations. the price of this upgrade, depending on the aircraft, is from \$200,000 to \$300,000. So the Stage 2 aircraft that are only worth \$400,000-\$500,000 aren't going to put that money in so most of them are going to go away. Mr. Ready suggested if you have a Stage 2 airplane and you're based at Scottsdale you have a one-on-one training session.

Commissioner Tinnan inquired whether the 12 Stage 2 aircraft based at Scottsdale were based in the Airpark or on the Airport. Commissioner Vickers did not know. Commissioner Tinnan said the fundamental issue is if we let them base in the Airpark they are not under a City lease. He asked how many Stage 2 aircraft are based on the Airport under a lease arrangement with the Airport. The answer was none. Commissioner Tinnan asked how do we modify the lease to affect them.

Commissioner Vickers stated he originally asked Mr. Gray how many Stage 2 were based at the Airport and he got false information from the Airport Director. Commissioner Vickers asked if they were under lease through Corporate Jets who leases property from the City. Commissioner Tinnan said they would have to tell Corporate Jets that they cannot accept and provide service to Stage 2 aircraft. Commissioner Vickers stated when the lease comes up, i.e., whoever is leasing a hangar from the City, would be prohibited from using Stage 2 aircraft. Mr. Gray stated that the information provided to Commissioner Vickers was not false. There are 12 Stage 2 aircraft based at the Airport/Airpark. None of which we have direct leases.

Commissioner Knudsen what heard can be done is the education and training. Chairman Maxwell agreed it would be a much better way to deal with the issue of Stage 2 aircraft. Vice Chairman Vaughan agreed that pilot operation was key to making the operators aware of the noise abatement procedures. Commissioner Mack advised the local NBAA would gladly assume that task and then we might have less noise over Mr. Luongo's house. Vice Chairman Vaughan said in all his experience he has never met a more professional airport staff dedicated to resolving problems than at Scottsdale, and everyone from the Mayor, the City Council, the Commission all share the same objective. If there are possible solutions, they will be pursued, as long as they are legal and in compliance with the FAA.

Mr. Luongo inquired if a Stage 2 operator were to come to Scottsdale, would the Airport Director say, sure, we need the money, or would they say from now on we are not going to rent any new space to Stage 2 customers. Vice Chairman Vaughan said he didn't think the Director could legally do that because the FAA would frown on that, it is discrimination, they pay taxes, they pay licenses fees, and they are just as must entitled to come in here as anybody else, until such time we could do as the folks in Naples did. At this time Mr. Gray nor anyone else in the City has the right to turn them away. However, he would tell them they could come here, but take them aside and educate them on the noise abatement procedures. Commissioner Vickers stated it's not their position to render a legal opinion, that none of them is qualified and it is the responsibility of the City Attorney's office. He feels the discrimination issue should be explored, and the City Attorney's office should be the deciding factor.

Chairman Maxwell stated he is a lawyer, and he has had a lot of experience with the FAA. He has co-counseled with the past General Counsel of the FAA and has conducted three FAA hearings in his office. He added he does know, and can draw on some of that experience to determine whether something is discriminatory, and he can read the regulations; which one says that we cannot prohibit, because of noise, without going through the Part 161 Study.

Commissioner Vickers stated that the regulations of the FAA are not law; case law is law. Chairman Maxwell advised there is statutory law and there is case law or common law. Commissioner Vickers stated the regulations adopted by the FAA are their interpretation. Vice Chairman Vaughan added they cannot act in anyway, unless it goes through our Counsel; Commissioner Vickers stated that is what he is proposing.

Mr. Gray observed that Naples Airport did not spend \$1.2 million dollars to get through a Part 161 process if they could have instituted some other process to ban Stage 2 aircraft from their airport. Their legal firm, which we also have on retainer, he is sure examined every means to ban Stage 2 aircraft from Naples without having to go through a Part 161 Study, which they ultimately had to do, at the cost of \$1.2 million dollars. Mr. Gray stated his guess, not a legal opinion, is they could not find an easier way, as we could not find one either. Mr. Gray added he can pose the question to the City Attorney's office and have them render an opinion if they can do that. However, if someone comes to him tomorrow and asks him if they can base their Stage 2 aircraft at this Airport, they will be permitted to do so, until he has direction that he has the ability not to allow them without violating any of the federal grant assurances or federal laws. Mr. Gray added his primary job for the City is to ensure that we do not violate any federal laws. He does not want to go to prison, and he would be the one to go, not the Commission. Mr. Gray said he will make sure that we will not violate any federal, however, barring that, if he gets instructions from the City Attorney's office that they can do it, he would be happy to comply in banning Stage 2 aircraft. Although Stage 2 are less than two percent of our total operations, we would ban them if allowed to do so. However, on advice from our outside legal counsel, that is something we do not have a right to do.

Commissioner Tinnan inquired if they should or should not ask the City Attorney's office to render an opinion. He does not see anything wrong in asking them to give them a written opinion on the subject of could they control the presence and operation of Stage 2 aircraft by lease mechanisms. Commissioner Guilfooy said that is limited to Stage 2, and he is still not convinced that Stage 2 aircraft is the issue and that if people cannot tell the difference between a Stage 2, 3, or 4 why are they focusing on Stage 2. Mr. Gray responded the issue is can they make any kind of restrictions through contractual relationships.

Chairman Maxwell stated if you are going to ban Stage 2 from a lease, then you have to ban Stage 2 completely from the Airport, and you don't have that power.

Chairman Maxwell asked if Mr. Paul Norman was prepared to comment. Mr. Norman said he can with almost certainty issue an opinion right now that the City of Scottsdale assents compliance with Part 161 regulations cannot preclude Stage 2 aircraft from basing at Scottsdale Airport, and that goes for virtually any restriction that is noise related. Mr. Norman added that Part 161 is extremely broad in its scope and application. He offered to confirm with the City Attorney and get his direction and consent to confirm with our outside counsel, the law firm of Akin, Gump, who are aviation experts. But Mr. Norman restated his opinion that that's the answer they are going to receive.

Commissioner Vickers asked if Mr. Norman could include in his commentary the effect of the Northwest 2000 Plan on Part 161. Mr. Norman responded that it has no effect on it. Commissioner Vickers asked if regulations were interpretation. Mr. Norman responded yes, but they are enforceable. Commissioner Vickers said he is trying to get to what is case law. If they are talking about a national policy that is directing the proprietors of airports to control the local noise issue, which is what the 2000 noise policy does. Mr. Norman said it simply, in an explanation or an exposition of the agencies or Congress, or whoever developed that policy, their position with respect to the applicable law because all they are doing when you go enter the second paragraph is essentially deciding what the applicable law is, which is that you cannot unjustly discriminate and you must allow fair and equal access to the airport or users.

OPERATIONS UPDATE

- A. **Item 13 - Information**
Review of Airport Operations

Mr. Chris Read briefed the Commission on the one Alert and one Incident noted on the Commission Information Report. He offered to answer any questions regarding the report.

Mr. Nick Luongo asked if there was only one Alert last month, and if it was the crash into the mountain. Mr. Read responded no. The Alert 1 was a Cessna 172 with smoke in the cockpit on January 12th. Mr. Luongo asked if there were no Alert 1's that put residents in jeopardy of a crash into their house or property. Mr. Gray responded that he doesn't believe that's something that they can answer. Any aircraft alert, or any aircraft incident, isn't under our control. If an aircraft has an Alert 1 or an Alert 2 and land safely here there is no relevant safety issue. Mr. Luongo said he disagrees. He thinks residents should be aware of what's overhead and what is potentially dangerous. Chairman Maxwell responded every time you drive on a highway it's potentially dangerous, and every time you cross the street it's potentially dangerous, but what we are recording here is what happens on the Airport and asked if that was correct. Mr. Gray responded that the Alert system used is generated from the Tower. If an aircraft reports a situation (Alert 1 lowest, Alert 2 moderate level, and Alert 3 an actual accident) and requests assistance from the Tower or fire department here, then it goes out as an Alert to us. If they don't, there is no broadcast. Pilots could have alerts and not tell us, they just land. But to say an Alert 1 causes some sort of increased safety or health and welfare situation for anybody is not for us to determine. Since we do not operate the airplanes, we cannot determine if it was a safe or unsafe situation.

Mr. Luongo inquired what the requirement was for filing flight plans. He was surprised it took almost two days for them to identify the people who flew into the mountain. Chairman Maxwell responded there is no requirement to file a flight plan unless you fly IFR. Mr. Luongo inquired shouldn't we know everyone who comes in and out of this Airport. Commissioner Mack responded, no – this is America – a free country and no one needs to know if he gets in his car and drives across the country, or if he gets in his plane and flies across the country. We cannot keep track of that right now. Chairman Maxwell stated he always files a flight plan as he often files alone, even though he's flying VFR, but he's not required to.

Mr. Gray stated it appears they are losing sight of what we have control over and what we don't. Mr. Gray agreed with Chairman Maxwell that when he flies he always files a flight plan as a common sense thing to do. However, we have no jurisdiction when it comes to the federal aviation regulations and the Airmen's Information Manual on what is and what isn't appropriate; that is the FAA. While Mr. Gray thinks it is a good idea for everyone to file a flight plan, however, they have no control over that and if it's something that the general population or pilot community would like to initiate, then that is something that has to go through Congress.

Mr. Luongo asked if the taxpayers of Scottsdale pay for the cleanup of the crash on the mountain. Commissioner Mack said that if Rural Metro Fire Dept and the other agencies involved in the cleanup efforts, bill the City, and you put those costs all together, they can go back to the insurance company for reimbursement. Mr. Luongo asked if there are regulations in place that guarantee the taxpayers of Scottsdale did not pay for the two days of cleanup. Chairman Maxwell said there are no such regulations. However, it is a liability insurance manner. And if the operator did not have insurance, they go after his assets. Chairman Maxwell stated it was an unfortunate pilot error.

MEETING SCHEDULE

- A. Action
Review/Modify Meeting Schedule

Chairman Maxwell noted there were no changes other than this meeting that was moved from Wednesday to Thursday. Mr. Gray advised the Commission if they know they are going to be out for any particular meeting to let staff know so they can determine if they have a quorum. The schedule is provided to determine if there is need to change a meetings or discuss modifications. As far as Mr. Gray knows there are no changes for the rest of the year at this time.

PUBLIC COMMENT

Chairman Maxwell advised Ms. Sandy Lambert it was her turn to speak. Ms. Lambert said she withdrew her comment.

DIRECTOR'S REPORT

Mr. Gray stated he already covered the issue about the federal funding, and the other item was the radar, which Mr. Shirer already covered. Mr. Gray confirmed it would probably be a couple of months away before they get the operational readiness results for our sector. Once we get that then we can move on with some other positive changes.

Mr. Gray then presented a recognition plaque to Commissioner Mack in appreciation of service as Commission Chairman.

ITEMS FROM THE COMMISSION

There items from the Commission.

ADJOURNMENT

Commissioner Tinnan made a motion to adjourn the meeting. Commissioner Vickers seconded the motion. The meeting was adjourned at 9:42 p.m.

Respectfully submitted,


Diana M. Maggiola
Administrative Secretary.

**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Ratification of Airport Aeronautical Business Permit for Scottsdale AirCenter Operations, LLC**Agenda Item No.:** 2**Meeting Date:** 03/12/03**Staff Contact:** Matt Johnson**Phone:** (480) 312-8475**ACTION**

Ratification of Airport Aeronautical Business Permit for Scottsdale AirCenter Operations, LLC to provide Fixed Base Operator services at Scottsdale Airport.

PURPOSE


Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted on the Airport requires a valid Airport Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. Scottsdale AirCenter Operations, LLC has requested an Airport Aeronautical Business Permit to conduct Fixed Base Operator services at Scottsdale Airport.

APPLICANT

Mr. Tommy Walker, General Manager
Scottsdale AirCenter Operations, LLC
15290 N. 78th Way
Scottsdale, AZ 85260
(480) 951-2525

KEY CONSIDERATIONS

- Scottsdale AirCenter Operations, LLC has provided the appropriate documentation as required in the Airport Minimum Operating Standards
- Approval of this Aeronautical Business Permit will meet the requirements as outlined in the lease agreement with the City.
- Insurance requirements have been met, naming City of Scottsdale as additional insured
- The associated fees are anticipated to generate approximately \$327,000 in annual revenue to the Aviation Enterprise Fund



Scott T. Gray, C.M., C.A.E.
Aviation Director

Attachment: (1) Completed Airport Aeronautical Business Permit Form

Action
Taken



SCOTTSDALE AIRPORT AERONAUTICAL BUSINESS PERMIT

(Required to conduct commercial aeronautical activity on the airport)

Business or activity to be conducted (Check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Aircraft Charter Services | <input type="checkbox"/> Aircraft Washing Service |
| <input type="checkbox"/> Aircraft Leasing or Rental Services | <input type="checkbox"/> Hangar/Shade Leasing Services |
| <input type="checkbox"/> Aircraft Maintenance and Repair Services | <input type="checkbox"/> Flight Training Services |
| <input type="checkbox"/> Aircraft Management | <input checked="" type="checkbox"/> Fixed Base Operator |
| <input type="checkbox"/> Aircraft Sales Services | <input type="checkbox"/> On-Airport Rental Car Concession |
| <input type="checkbox"/> Aircraft Mobile Maintenance and Repair Services | <input type="checkbox"/> Off-Airport Rental Car Concession |
| <input type="checkbox"/> Specialized Aircraft Repair Services (list service) _____ | |
| <input type="checkbox"/> Specialized Commercial Flying Services (list services) _____ | |
| <input type="checkbox"/> Other _____ | |

These activities are limited to the airport by ordinance. Please refer to the Airport Minimum Operating Standards for further information on each type of business.

Applicant: SCOTTSDALE AIRCENTER OPERATIONS LLC

Authorized Representative: TOMMY WALKER Title: GENERAL MGR

Business Address: 15290 N. 78TH WAY

City, State, Zip: SCOTTSDALE AZ 85260

Billing Address: SAME

City, State, Zip: _____

Phone: (work): 480-951-2525 (fax): 480-951-2595 (emergency): 714-504-0666

The Applicant hereby requests the above action(s) from the city for the privilege of conducting commercial aeronautical activities on the airport and/or in the airpark, and in consideration of this request being granted agrees to the following:

- ➔ **FEE PAYMENT:** The Applicant agrees to pay all applicable monthly fees on time by the twentieth (20) day of each month, and all required fee including late fees, interest and penalties without deduction of any kind.
- ➔ **PERMIT LIMITATIONS:** This permit may not be assigned or transferred, and is limited to only the approved business activity listed above.
- ➔ **INFORMATION CHANGES:** The Applicant shall notify the Airport Administration Office in writing within fifteen (15) days of any change to the information provided on this form.
- ➔ **INDEMNIFICATION:** The Applicant shall indemnify the city pursuant to Chapter 5 of the Scottsdale Revised Code.
- ➔ **COMPLIANCE WITH THE LAW:** The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Tommy Walker
Authorized Representative's Signature

2-5-03
Date signed

Indicate documents provided to applicant

- | | |
|---|--|
| <input checked="" type="checkbox"/> City Code - Chapter Five | <input type="checkbox"/> Airpark Minimum Operating Standards |
| <input type="checkbox"/> Airpark Rule and Regulations | <input type="checkbox"/> Airport Wingspan Restriction Map |
| <input checked="" type="checkbox"/> Airport Rules and Regulations | <input type="checkbox"/> Receipt for Payment of Fees |
| <input checked="" type="checkbox"/> Airport Minimum Operating Standards | |


Attach copies of applicable documents

- | | |
|--|--|
| <input type="checkbox"/> Lease/License agreement | <input checked="" type="checkbox"/> FAA Certificates |
| <input checked="" type="checkbox"/> Sublease agreement | <input checked="" type="checkbox"/> Certificates of Insurance |
| <input type="checkbox"/> Airport Driver/Vehicle Permit | <input checked="" type="checkbox"/> Business/Privilege Tax License |

AIRPORT DIRECTOR'S COMMENTS

No stipulations

Approved by


Airport Director (or designee)

2/28/03
Date signed

AIRPORT ADVISORY COMMISSION'S COMMENTS

**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Ratification of Airport Aeronautical Business Permit for Swift Aviation Services, Inc.**Agenda Item No.:** 3**Meeting Date:** 03/12/03**Staff Contact:** Matt Johnson**Phone:** (480) 312-8475**ACTION**

Ratification of Airport Aeronautical Business Permit for Swift Aviation Services, Inc. to provide aircraft maintenance and repair services and specialized aircraft repair services at Scottsdale Airport.

PURPOSE

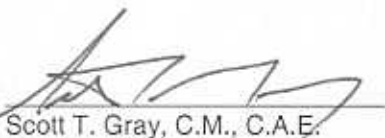
Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted on the airport requires a valid Airport Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. Swift Aviation Services Inc. has requested an Airport Aeronautical Business Permit to conduct aircraft maintenance and repair services and specialized aircraft repair services at Scottsdale Airport.

APPLICANT(S)

Mr. Chris Cullen, Director, Parts Department
Swift Aviation Services, Inc.
2602 E. Sky Harbor Blvd.
Phoenix, AZ 85034
(602) 273-3770

KEY CONSIDERATIONS

- Swift Aviation Services, Inc. has provided the appropriate documentation as required in the Airport Minimum Operating Standards
- Insurance requirements have been met, naming City of Scottsdale as additional insured
- This action is not anticipated to result in additional tiedown area demand
- Swift Aviation Services, Inc. is under direct contract with Scottsdale AirCenter Operations, LLC to conduct aircraft maintenance and repair services and specialized repair services at Scottsdale airport as outlined in Section 6-5 of the Airport Minimum Operation Standards.



Scott T. Gray, C.M., C.A.E.
Aviation Director

Attachment(s): 1. Completed Airport Aeronautical Business Permit Form

Action
Taken



SCOTTSDALE AIRPORT AERONAUTICAL BUSINESS PERMIT

(Required to conduct commercial aeronautical activity on the airport)

Business or activity to be conducted (Check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Aircraft Charter Services | <input type="checkbox"/> Aircraft Washing Service |
| <input type="checkbox"/> Aircraft Leasing or Rental Services | <input type="checkbox"/> Hangar/Shade Leasing Services |
| <input checked="" type="checkbox"/> Aircraft Maintenance and Repair Services | <input type="checkbox"/> Flight Training Services |
| <input type="checkbox"/> Aircraft Management | <input type="checkbox"/> Fixed Base Operator |
| <input type="checkbox"/> Aircraft Sales Services | <input type="checkbox"/> On-Airport Rental Car Concession |
| <input type="checkbox"/> Aircraft Mobile Maintenance and Repair Services | <input type="checkbox"/> Off-Airport Rental Car Concession |
| <input checked="" type="checkbox"/> Specialized Aircraft Repair Services (list service) <u>Avionics Services</u> | |
| <input type="checkbox"/> Specialized Commercial Flying Services (list services) _____ | |
| <input type="checkbox"/> Other _____ | |

These activities are limited to the airport by ordinance. Please refer to the Airport Minimum Operating Standards for further information on each type of business.

Applicant: Swift Aviation Services, Inc.

Authorized Representative: Chris Cullen Title: Director, Parts Dept.

Business Address: 2602 E. Sky Harbor Blvd.

City, State, Zip: Phoenix, AZ 85034

Billing Address: Same as above

City, State, Zip: _____

Phone: (work): 602-273-3770 (fax): 602-244-2076 (emergency): 602-273-3770

The Applicant hereby requests the above action(s) from the city for the privilege of conducting commercial aeronautical activities on the airport and/or in the airpark, and in consideration of this request being granted agrees to the following:

- ➔ **FEE PAYMENT:** The Applicant agrees to pay all applicable monthly fees on time by the twentieth (20) day of each month, and all required fee including late fees, interest and penalties without deduction of any kind.
- ➔ **PERMIT LIMITATIONS:** This permit may not be assigned or transferred, and is limited to only the approved business activity listed above.
- ➔ **INFORMATION CHANGES:** The Applicant shall notify the Airport Administration Office in writing within fifteen (15) days of any change to the information provided on this form.
- ➔ **INDEMNIFICATION:** The Applicant shall indemnify the city pursuant to Chapter 5 of the Scottsdale Revised Code.
- ➔ **COMPLIANCE WITH THE LAW:** The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Authorized Representative's Signature

2-20-03

Date signed

***** Airport Administration Use Only *****

Indicate documents provided to applicant

- | | |
|---|--|
| <input checked="" type="checkbox"/> City Code - Chapter Five | <input type="checkbox"/> Airpark Minimum Operating Standards |
| <input type="checkbox"/> Airpark Rule and Regulations | <input type="checkbox"/> Airport Wingspan Restriction Map |
| <input checked="" type="checkbox"/> Airport Rules and Regulations | <input type="checkbox"/> Receipt for Payment of Fees |
| <input checked="" type="checkbox"/> Airport Minimum Operating Standards | |

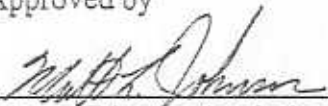
Attach copies of applicable documents

- | | |
|---|--|
| <input checked="" type="checkbox"/> Lease/License agreement | <input checked="" type="checkbox"/> FAA Certificates |
| <input type="checkbox"/> Sublease agreement | <input checked="" type="checkbox"/> Certificates of Insurance |
| <input type="checkbox"/> Airport Driver/Vehicle Permit | <input checked="" type="checkbox"/> Business/Privilege Tax License |

AIRPORT DIRECTOR'S COMMENTS

No stipulations

Approved by


Airport Director (or designee)

2/28/03
Date signed

AIRPORT ADVISORY COMMISSION'S COMMENTS



COMMISSION INFORMATION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Airport / Airpark
Aeronautical Business Permit Cancellations and
Revocations.

Agenda Item No.: 4

Meeting Date: 03/12/03

Staff Contact: Matt L. Johnson

Phone: (480) 312-8475

INFORMATIONAL

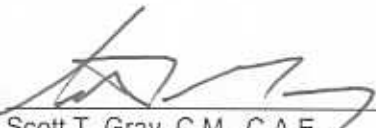
Review of Airport and Airpark Aeronautical Business Permit Cancellations and Revocations.

PURPOSE

Per the request of the Airport Advisory Commission, a report will be provided on a monthly basis indicating cancellations and revocations of Airport and Airpark Aeronautical Business Permits.

KEY CONSIDERATIONS

- Attached is a current monthly tenant list of permittees.
- List will provide what type of aeronautical activity the business is conducting at the Airport/Airpark and contact information.
- Any additions, cancellations, and revocations will be highlighted on the tenant list.
 - Green indicates a new permittee
 - Yellow indicates a cancellation
 - Red indicates a revocation


Scott T. Gray, C.M., C.A.E.
Aviation Director

Attachment: (1) List of Current Airport/Airpark and Mobile Permittees

Airport / Airpark and Mobile Permittees
Revised as of March 2003

BUSINESS NAME	ACTIVITY	LOCATED	PHONE	FAX
ACCELERATED FLIGHT TRNG CTR	FLIGHT TRAINING	CJAC	480-483-9242	480-483-9241
AEROCARE	AIRCRAFT WASHING	MOBILE	480-513-0307	NONE
AERO JET SERVICES	AIRCRAFT CHARTER/MGMT.	AIRPARK	480-922-7441	480-513-1012
AIR COMMERCE CENTER	OFFICE/HANGAR RENTAL	ACC	480-483-1985	480-483-1726
AIRPARK PARTNERS LLC	HANGAR/SHADE LEASING	AIRPARK	480-585-7234	480-443-1726
AIR SERVICES INTERNATIONAL	HELICOPTER MTC. AND REPAIR	AIRPARK	480-948-2150	480-443-4987
AJ'S FINE FOODS	IN-FLIGHT CATERING	MOBILE	480-563-5070	490-949-2835
ARIZONA FLIGHT WORKS	A/C LEASING/FLIGHT TRAINING	ACC	480-948-8017	480-948-9466
AVIATION DREAM WORKS INC	A/C SALES & MANAGEMENT	AIRPARK	480-998-4571	480-998-4572
AVIATION SALES INTERNATIONAL	AIRCRAFT SALES	AIRPARK	480-502-3004	480-502-9356
AVIS RENT A CAR SYSTEMS INC.	CAR RENTALS	AIRPARK	480-948-4993	602-273-3215
B & R INVESTMENTS	HANGAR/SHADE LEASING	ACC	480-483-1985	480-483-1726
BALSON INVESTMENTS	HANGAR/SHADE LEASING	AIRPARK	480-922-9945	480-922-0839
BARRON THOMAS	AIRCRAFT SALES	CJAC	480-951-6207	480-951-6229
BASHA'S INC./AJ'S FINE FOODS	IN FLIGHT CATERING	MOBILE	480-990-2484	480-949-2835
BATES FAMILY TRUST	HANGAR/SHADE LEASING	AIRPARK	480-443-8287	480-443-8385
BCO, LLC	HANGAR/SHADE LEASING	AIRPARK	480-922-0490	480-922-0839
BERNSTEIN, LEWIS, L.L.C.	FLIGHT TRAINING	ABC	602-617-3556	N/A
BIG SKY, LLC	HANGAR/SHADE LEASING	AIRPARK	480-609-4300	480-609-4344
BONESTEEL, JUNE	FLIGHT TRAINING	CJAC	480-951-6249	480-569-1296
BRAINWASH LLC	HANGAR/SHADE LEASING	AIRPARK	480-609-1109	480-609-1159
BRO, KENT & BETSY	HANGAR/SHADE LEASING	AIRPARK	480-948-8955	480-948-8645
BUDGET RENT A CAR	CAR RENTALS	AIRPARK	602-683-9244	602-267-9504
BUSINESS AIRCRAFT MGMT	A/C MAINTENANCE & REPAIR	AIRPORT	480-991-0900	480-905-9365
CANYON COUNTRY AVIATION	AIRCRAFT SALES & MGMT.	AIRPARK	480-948-2052	480-948-2062
ALPIN FAMILY ENTERPRISES	HANGAR/SHADE LEASING	AIRPARK	480-951-9000	480-951-0991
COCKPIT RESOURCE MGMT.	FLIGHT TRAINING	ACC	480-948-8017	480-948-9466
CORPORATE JETS	FIXED BASE OPERATOR (FBO)	CJ	480-948-2400	480-948-3874
CORPORATE JETS AVIATION	OFFICE/HANGAR RENTAL	CJAC	480-948-2400	480-948-3874
D'ATRI'S AT SCOTTSDALE ARPT.	RESTAURANT	TERM	480-948-8585	480-905-3664
DALLAS AIRMOTIVE	A/C TURBINE ENGINE REPAIR	AIRPARK	480-905-8788	480-905-8786
DAVIS CUSTOM DETAILING	AIRCRAFT WASHING	MOBILE	602-569-0272	NONE
DESERT PEAK AVIATION	A/C LEASING MOBILE MTC.	MOBILE	602-954-9264	602-954-9264
DUNCAN AVIONICS	AVIONICS REPAIR	EXEC	480-922-3575	480-951-9234
E&J AVIATION	AIRCRAFT MAINTENANCE	MOBILE	602-270-5250	602-840-5598
EAGLE PRODUCE LTD.	HANGAR/SHADE LEASING	AIRPARK	480-998-1444	480-951-1392
ELSE EMOFF LIVING TRUST	HANGAR/SHADE LEASING	AIRPARK	480-991-7272	480-483-7674
ENTERPRISE RENT-A-CAR	CAR RENTAL	AIRPARK	480-315-8051	480-315-1938
EXECUTIVE AIRCRAFT SERVICES	A/C CHARTER/MGMT & SALES	EXEC	480-991-0900	480-991-3067
EXECUTIVE FLIGHT SERVICES	A/C SALES	ACC	480-922-8681	480-951-4868
FAA CONTROL TOWER	CONTROL TOWER	TOWER	602-640-2600	N/A
FLIGHTWORKS MAINTENANCE	A/C MAINTENANCE & REPAIR	ACC	480-348-0223	480-348-0226
FOUNDERS CORPORATE CTR.	HANGAR/SHADE LEASING	AIRPARK	480-922-0460	480-483-8409
GEMINI AIR GROUP	AIRCRAFT MANAGEMENT SVCS	AIRPARK	480-991-5387	480-991-3373
GLOBALJET CORPORATION	AIRCRAFT CHARTER/MGMT	ABC	480-563-4711	480-556-9870
GRAND CANYON AIRLINES	SCENIC CHARTER TOURS	TERM	480-443-1927	480-443-1947
GRAYSTAR CORPRATION	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
GREENWAY HANGARS/SHADES	HANGAR/SHADE RENTAL	AIRPORT	480-990-1156	480-990-1156
GYPSY FLYERS	BIPLANE RIDES/TRNG/RENTALS	TERM	480-419-5736	480-905-3664
HERTZ RENT-A-CAR	CAR RENTALS	TERM	480-609-6657	480-609-4318
ON'S DELI	IN FLIGHT CATERING	MOBILE	480-443-3811	480-443-9718
JETS ONLY	AIRCRAFT MANAGEMENT SVCS	AIRPARK	602-549-4549	480-659-6051
JMC AVIATION	AIRCRAFT SALES	AIRPARK	480-315-0829	480-315-0863
L & B MANAGEMENT	HANGAR/SHADE LEASING SVCS	AIRPARK	480-483-1985	480-483-1726
LAUCHNER, J.B.	AIRCRAFT SALES	AIRPARK	480-348-0715	480-348-0713

MEDICAL EXPRESS INT'L.	AIR AMBULANCE	ACC	480-348-0003	480-348-0245
MOBILE INN ASSOCIATES, LP.	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
AMO/NATIONAL CAR RENTAL	CAR RENTALS	TERM	480-948-4884	480-948-7444
NELSON, ROBERT	HANGAR/SHADE LEASING	AIRPARK	480-991-1085	480-991-2393
PACIFIC MARINE MANAGEMENT	HANGAR/SHADE LEASING	AIRPARK	360-653-4266	360-659-4216
PACIFIC REALTY HOLDINGS LTD.	HANGAR/SHADE LEASING	AIRPARK	480-951-1212	480-951-3027
PAR DEVELOPMENT, LLC	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
PAULSEN HANGAR, LLC	HANGAR/SHADE LEASING SVCS	AIRPARK	480-991-5336	480-991-5537
PINNACLE AIR GROUP	AIRCRAFT MGMT & CHARTER	ACC	480-998-8989	480-998-7993
PINNACLE AVIATION	AIRCRAFT SALES	ACC	480-998-8989	480-998-7993
PLO PROPERTIES, LLC	HANGAR/SHADE LEASING	AIRPARK	480-948-3789	480-948-3610
PLUS 5 SPORT AERO	FLIGHT TRAINING	EXEC	602-971-3991	NONE
Q'S CATERING	IN FLIGHT CATERING	MOBILE	602-820-0217	NONE
QUANTUM HELICOPTERS	HELICOPTER TRAINING	AIRPARK	480-814-8118	480-814-8737
RUSSELL, ROBERT R. (RUSSCOR)	HANGAR/SHADE LEASING	AIRPARK	480-951-0055	480-951-2211
SABENA AIRLINE TRAINING	FLIGHT TRAINING	ACC	480-948-4515	480-443-8861
SALSMAN, CARL	AIRCRAFT SALES	CJAC	480-951-6270	480-951-6272
SAWYER AVIATION TRAINING	A/C RENTAL & FLIGHT TRAINING	EXEC	480-922-5221	480-922-5341
SAWYER CHARTER SERVICE	SALES & CHARTER	TERM	480-922-2723	480-922-5653
SCOTTSDALE AEROSUPPLY	PILOT SHOP	ABC	480-948-8994	480-951-7594
SCOTTSDALE AIRCENTER	FIXED BASE OPERATOR (FBO)	AIRPORT	480-951-2525	480-951-2595
SCOTTSDALE AIRPARK FUND II	HANGAR/SHADE LEASING	AIRPARK	480-609-3936	480-596-1951
SCOTTSDALE FBO	FIXED BASE OPERATOR (FBO)	AIRPORT	480-443-7205	480-948-3874
SCOTTSDALE FLYERS	AIRCRAFT CHARTER MGMT.	ACC	480-922-8681	480-951-4868
SCOTTSDALE HELICOPTERS INC	FLIGHT TRAINING	AIRPARK	480-951-6282	480-951-6287
SIMCON TRAINING CENTER	SPECIALIZED FLIGHT TRAINING	AIRPARK	480-905-3040	480-951-2709
SIMTEC AVIATION	CHARTER	AIRPARK	480-607-3763	480-905-8783
SKY BISTRO	IN FLIGHT CATERING	MOBILE	602-404-3416	602-404-3419
Y PEAK LLC	HANGAR/SHADE LEASING	AIRPARK	480-483-8107	480-483-8172
SOMETHING SPECIAL CATERING	CATERING	MOBILE	480-595-8512	480-575-9218
SONORAN CHARTERS LLC	AIRCRAFT CHARTER	AIRPARK	480-443-7242	480-443-7227
SOUTHWEST FLIGHT CENTER	TRAINING/RENTALS, MAINT/REP	ABC/APK	480-991-2880	480-991-2968
SOUTHWEST JET AVIATION	A/C SALES, CHARTER, MGMT.	AIRPARK	480-991-7076	480-991-8511
SOUTHWEST JET CORP. CENTER	HANGAR/SHADE LEASING	AIRPARK	480-991-7076	480-991-8511
SWIFT AVIATION SERVICES	MTC/REPAIR, AVIONICS	AIRPORT	602-273-3770	602-244-2076
TELESPECTRA, LLC	HANGAR/SHADE LEASING	AIRPARK	602-274-5718	602-882-8192
THUNDERBIRD PROPERTIES	HANGAR/SHADE LEASING	AIRPARK	480-998-7476	480-998-9390
TURBO NATIONAL	AIRCRAFT SALES	ABC	480-948-1993	480-991-2363
UNIVERSAL HELICOPTERS INC.	TRAINING, LEASING/PHOTO	CJAC	480-951-6283	480-951-6285
US AVIONICS	AVIONIC SALES/REPAIR	AIRPARK	480-948-2620	480-948-0334
US CUSTOMS	FEDERAL CUSTOMS OFFICE	ABC	480-312-8483	480-312-8485
VERIDIAN AVIATION	AIRCRAFT MANAGEMENT	ABC	480-922-1333	480-922-1326
WALLACE HOLDINGS, LLC	HANGAR/SHADE LEASING	AIRPARK	480-998-8861	480-998-0388
WEST COAST WASH STATION	AIRCRAFT WASHING	MOBILE	480-951-6282	NONE
WESTCOR AVIATION	CHARTER/HELO MAINTENANCE/ HANGAR/SHADE LEASING	AIRPARK	480-991-6558	480-991-7827
WINDMILL INNS OF AMERICA	HANGAR/SHADE LEASING	AIRPARK	480-443-0909	480-443-7635
15230 N. 75 TH STREET	HANGAR/SHADE LEASING	AIRPARK	602-955-3500	602-955-2828

ABC	=	Aviation Business Center, 15041 N. Airport Drive, Scottsdale, AZ 85260
ACC	=	Air Commerce Center, 14605 N. Airport Drive, Scottsdale, AZ 85260
AIRPARK	=	Various approved Airpark business locations
CJ	=	Corporate Jets, Inc., 14600 N. Airport Drive, Scottsdale, AZ 85260
CJAC	=	Corporate Jets Aviation Center, 14700 N. Airport Drive, Scottsdale, AZ 85260
EXEC	=	Executive Aircraft Services, 15115 N. Airport Drive, Scottsdale, AZ 85260
TERM	=	Scottsdale Airport Terminal, 15000 N. Airport Drive, Scottsdale, AZ 85260
TOWER	=	FAA Air Traffic Control Tower, 14960 N. 78 TH Way, Scottsdale, AZ 85260



COMMISSION ACTION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Recommend Resolution No. 6260 approving assignment of the lease for the airport restaurant and related office space and the amendment of the lease for the office space.

Agenda Item No.: 5

Meeting Date: 3/12/03

Staff Contact: Gary Mascaro, C.M.

Phone: (480) 312-7612

ACTION

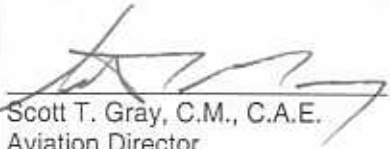
The Airport Advisory Commission considers recommending Resolution No. 6260 approving assignment of the tenant's interest under existing lease for the airport restaurant and related office space and the amendment of the lease for the office space.

PURPOSE

The purpose of this action is to consider recommending to the City Council approval of assignment of the restaurant and office lease and first amendment of the office lease. Specifically, D'Atri's Gourmet Foods, Inc. has requested that the City consent to the assignment of the restaurant lease and office lease to Blue Fig, L.L.C. and to amend the office lease to reduce the number of offices leased by the tenant for three (3) to two (2) offices in the Aviation Business Center.

KEY CONSIDERATIONS

- The restaurant lease has approximately seven (7) years of the original term left with no options.
- The office lease has approximately five (5) months of the original term left with two (2) one-year options.
- This action follows a previous action taken by the City Council to initially approve the restaurant lease with D'Atri's Gourmet Foods, Inc. on May 1, 2000.
- This action follows a previous action taken by the City Council to initially approve the office lease with D'Atri's Gourmet Foods, Inc. on July 2, 2001.
- Under the proposed assignment the restaurant lease and office lease, the City will consent to assign the lease to Blue Fig, L.L.C.
- The amended office lease will reduce the number offices from three (3) to two (2) offices in the Aviation Business Center.
- Except what is outlined in the amendment of the office lease, the original restaurant and office lease and the parties respective rights and obligations related to the original agreements remain unchanged.


Scott T. Gray, C.M., C.A.E.
Aviation Director

Attachments: (1) Resolution No. 6260
(2) Request Consent to Assignment
(3) First Amendment to Lease Agreement (Office Lease)

Action
Taken

RESOLUTION NO. 6260

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING ASSIGNMENT OF THE TENANT'S INTEREST UNDER EXISTING LEASES FOR THE AIRPORT RESTAURANT AND RELATED OFFICE SPACE AND THE AMENDMENT OF THE LEASE FOR THE OFFICE SPACE.

WHEREAS, by resolution No. 5546 adopted May 1, 192000, the Council of the City of Scottsdale authorized a lease (the "Restaurant Lease") dated May 1, 2000 and recorded May 10, 2000 at document No. 00-0357486 of the public records of Maricopa County, Arizona; and

WHEREAS, by resolution No. 5872 adopted July 2, 2001, the Council of the City of Scottsdale authorized a lease (the "Office Lease") dated July 2, 2001 and recorded _____, 20____ at document No. _____ of the public records of Maricopa County, Arizona; and

WHEREAS, D'Atri's Gourmet Foods, Inc., an Arizona corporation, the tenant under the Restaurant Lease and the Office Lease, has requested that the City consent to the assignment of the Restaurant Lease and the Office Lease to Blue Fig L.L.C., an Arizona limited liability company and that the Office Lease be amended in certain particulars; and

WHEREAS, the City Council has determined that the public good can be best furthered by granting the requests;

NOW, THEREFORE, be it resolved that:

Section 1. The Mayor is hereby authorized to execute on behalf of the City of Scottsdale the Consent to Lease Assignment attached hereto as Exhibit "A."

Section 2. That the Mayor is hereby authorized to execute on behalf of the City of Scottsdale the First Amendment to Lease Agreement attached hereto as Exhibit "B."

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____, 20002.

Mary Manross, Mayor

ATTEST:

By: _____
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

By: _____
David A. Pennartz, City Attorney

Regarding C.O.S. Contract No. 2000-053-COS
C.O.S. Contract No. 2001-099-COS
(airport restaurant and ~~ESDO~~ Suite 112)

ABC

REQUEST FOR CONSENT TO ASSIGNMENT

THIS REQUEST FOR CONSENT TO ASSIGNMENT (the "Notice") is given this ____ day of _____, 2003 to the City of Scottsdale, an Arizona municipal corporation ("Lessor") by D'Atris' Gourmet Foods, Inc., an Arizona corporation ("Assignor") and Blue Fig LLC, an Arizona limited liability company ("Assignee").

W I T N E S S E T H

- A. Lessor is the owner of certain real property (the "Property") located at the Scottsdale airport in the City of Scottsdale, Maricopa County, Arizona.
- B. Lessor and "Assignor" are parties to that certain lease agreement dated May 1, 2000 and recorded May 10, 2000 at document No. 00-0357486 of the public records of Maricopa County, Arizona (the "Restaurant Agreement").
- C. Lessor and "Assignor" are parties to that certain lease agreement dated July 2, 2001 and recorded _____, 20__ at document No. _____ of the public records of Maricopa County, Arizona (the "Office Agreement").
- D. Pursuant to that certain _____ (the "Assignor Assignment") dated _____, 20__, Assignor proposes to assign to Assignee all of its rights in the Property under the Restaurant Agreement and the Office Agreement (the "Assignment").
- E. Undefined terms capitalized in this Agreement have the meanings assigned in the Lease.

NOW THEREFORE, Assignor and Assignee hereby give this Notice as follows:

1. Consent Requested. Assignor and Assignee request Lessor's consent to the Assignment.

EXECUTED as of the date first given above.

Assignor: D'ATRIS' GOURMET FOODS, INC., an
Arizona corporation

By: _____
Name: Jan D'Atri
Title: President

Assignee: BLUE FIG LLC, an Arizona limited liability
company

By: _____
Name: Lan-Vi Tran
Its: managing member

CONSENT TO ASSIGNMENT

Lessor on this _____ day of _____, 2003, responds to the foregoing Notice by giving to Assignor and Assignee this consent to assignment (the "Consent to Assignment") as follows:

1. Consent to Assignment. Lessor hereby consents to the Assignment.
2. Preconditions. Notwithstanding anything in this Consent to Assignment to the contrary, this Consent to Assignment is not effective in any respect unless and until all of the following are completed no later than thirty (30) days after the date of this Consent to Assignment:
 - 2.1 Assignee executes, acknowledges, delivers to Lessor and records in the office of the Maricopa County Recorder assumptions of the Restaurant Agreement and the Office Agreement in the forms attached hereto as Exhibit "A" and Exhibit "B."
 - 2.2 Assignor and Assignee deliver to Lessor a copy of an instrument recorded in the office of the Maricopa County Recorder accomplishing the Assignment.
 - 2.3 Assignor delivers to Lessor the sum of \$ 29,016.00 (\$_____) representing overdue Rent payable to Lessor by Assignor.
 - 2.4 Assignor delivers to Lessor the sum of One Thousand, Five Hundred Dollars (\$1,500) for the transfer fee required by paragraph 16.1 of the Restaurant Agreement.
 - 2.5 Assignor delivers to Lessor the sum of Five Hundred Dollars (\$500) for the transfer fee required by paragraph 14.1 of the Office Agreement.
 - 2.6 Assignor delivers to Lessor evidence acceptable to Lessor that no lenders have an interest in the Restaurant Agreement or the Office Agreement.
3. No. Amendment. All terms, conditions and provisions of the Restaurant Agreement and the Office Agreement are continued in full force and effect and remain unaffected and unchanged hereby. This Consent to Assignment is not an amendment to the Restaurant Agreement or the Office Agreement or a waiver by Lessor of any right thereunder.

EXECUTED as of the date first stated above.

Lessor: **CITY OF SCOTTSDALE**, an Arizona
municipal corporation

By: _____
Mary Manross, Mayor

When Recorded Return to:
Lila Madden (Gary Mascaro)
ONE STOP SHOP
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

ASSUMPTION OF LEASE

Regarding City of Scottsdale contract 2000-053-COS
(airport restaurant)

This assumption is made pursuant to paragraph 16.1 of that certain Lease Agreement (the "Agreement") between City of Scottsdale, an Arizona municipal corporation ("Lessor") and D'Atri's Gourmet Foods, Inc., an Arizona corporation ("Assignor") dated May 1, 2000 and recorded May 10, 2000 at document No. 00-0357486 of the public records of Maricopa County, Arizona.

Blue Fig, LLC, an Arizona limited liability company ("Assignee"), having acquired the rights of D'Atri's Gourmet Foods, Inc., an Arizona corporation, hereby assumes the Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Agreement. The person signing this document on behalf of Assignee warrants to Lessor his authority to do so.

Dated: _____, 2003

Blue Fig L.L.C., an Arizona limited liability company

By: _____
Lan-Vi Tran
Its: managing member

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Lan Vi Tran, managing member of Blue Fig L.L.C., an Arizona limited liability company.

Notary Public

My Commission Expires:

Exhibit "A"

A-1

When Recorded Return to:
Lila Madden (Gary Mascaro)
ONE STOP SHOP
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

ASSUMPTION OF LEASE

Regarding City of Scottsdale contract 2001-099-COS
(airport FSDO 112)

This assumption is made pursuant to paragraph 14.5 of that certain Lease Agreement (the "Agreement") between City of Scottsdale, an Arizona municipal corporation ("Lessor") and D'Atri's Gourmet Foods, Inc., an Arizona corporation ("Assignor") dated July 2, 2001 and recorded _____, 20____ at document No. _____ of the public records of Maricopa County, Arizona.

Blue Fig, LLC, an Arizona limited liability company ("Assignee"), having acquired the rights of D'Atri's Gourmet Foods, Inc., an Arizona corporation, hereby assumes the Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Agreement. The person signing this document on behalf of Assignee warrants to Lessor his authority to do so.

Dated: _____, 2003

Blue Fig L.L.C., an Arizona limited liability company

By: _____
Lan-Vi Tran
Its: managing member

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Lan Vi Tran, managing member of Blue Fig L.L.C., an Arizona limited liability company.

Notary Public

My Commission Expires:

Exhibit "B"

B-1

WHEN RECORDED RETURN TO:
Lila Madden (Gary Mascaro)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

*C.O.S. Contract No. 2001-099-COS-A
(Suites 110 through 112 former FSDO building)*

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made this ____ day of _____, 2003, by and between the City of Scottsdale, an Arizona municipal corporation ("Lessor") and Blue Fig LLC, an Arizona limited liability company ("Lessee").

W I T N E S S E T H

- A. Lessor is the owner of certain real property (the "Premises") being Suites 110, 111 and 112 within a building located immediately northeast of the Scottsdale Airport terminal building in the City of Scottsdale, Maricopa County, Arizona, and more particularly described on Exhibit "A" attached hereto.
- B. Lessor and Lessee are parties to that certain Lease Agreement regarding the Premises dated July 1, 2001 and recorded _____, 20____ at document No. _____ of the public records of Maricopa County, Arizona (the "Original Agreement").
- C. In light of subsequent events and circumstances, Lessor and Lessee have determined that the purposes of the Original Agreement can be better achieved if certain changes are made to the Original Agreement.
- D. Lessor and Lessee desire to amend the Original Agreement to delete Suite 112 from the Premises and make related changes in other provisions of the Original Agreement.
- E. Undefined terms capitalized in this Amendment have the meanings assigned in the Original Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and representations contained herein, Lessee and Lessor agree as follows:

- 1 Premises Reduced. Suite 112 is hereby deleted from the Premises.
- 2 Base Rent Adjustment. The Base Rent amount stated in paragraph 4.2 of the Original Agreement is adjusted to Three Hundred Twenty-Three and 33/100 Dollars (\$323.33).
- 3 Utility Adjustment. The amount stated in the third sentence of paragraph 4.6 of the Original Agreement is adjusted to Fifty-Six and 38/100 Dollars (\$56.38).
- 4 Recording. Within ten (10) days after the date of this Agreement, Lessee shall cause this Amendment to be recorded in the office of the Maricopa County Recorder.

5 No Further Amendment. Except as expressly amended by specific provisions of this Amendment, the Original Agreement and the parties' respective rights and obligations related to the Original Agreement are not affected by this Amendment.

6 Lessee's Prior Assignees. Lessee warrants and represents that no person other than Lessee has or claims any right in the Premises through Lessee or the Original Agreement.

EXECUTED as of the date first given above.

Lessee: Blue Fig LLC, an Arizona limited liability Company

By: _____
Lan-Vi Tran
Its: managing member

City: **CITY OF SCOTTSDALE**, an Arizona municipal corporation

By: _____
Mary Manross, Mayor

ATTEST:

Sonia Robertson, City Clerk

APPROVED AS TO FORM:

David A. Pennartz, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 by Lan-Vi Tran, managing member of Blue Fig LLC, an Arizona limited liability company.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Mary Manross, Mayor of the City of Scottsdale, an Arizona municipal corporation.

Notary Public

My Commission Expires:



COMMISSION ACTION REPORT
TO: Airport Advisory Commission

FROM: Airport Staff

SUBJECT/PROJECT NAME: Recommend resolution No. 6259 approving amendment and assignment related to the proposed aircraft museum project to be located on property at the southeast corner of Scottsdale Road and Thunderbird Road.

Agenda Item No.: 6

Meeting Date: 3/12/03

Staff Contact: Gary Mascaro, C.M.

Phone: (480) 312-7612

ACTION

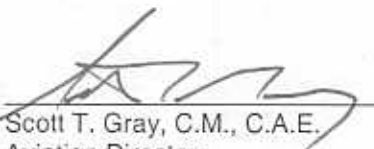
The Airport Advisory Commission considers recommending Resolution No. 6259 approving assignment of the tenant's interest under existing lease for the proposed aircraft museum project and first amendment to be located on property at the southeast corner of Scottsdale Road and Thunderbird Road.

PURPOSE

The purpose of this action is to consider recommending to the City Council approval of assignment and first amendment of proposed museum lease. Specifically, Arizona Aerospace Foundation, Inc. has requested that the City consent to the assignment of the museum lease to International Fighter Pilots Museum Foundation, Inc., and to amend the lease to extend the completion deadline and include performance measures required to be met by the Lessee.

KEY CONSIDERATIONS

- The museum lease has approximately twenty-three (23) years of the original term left with one (1) twenty-five-year option.
- This action follows a previous action taken by the City Council to initially approve the museum lease with Arizona Aerospace Foundation, Inc. on April 9, 2001.
- Under the proposed assignment the museum lease, the City will consent to assign the lease to International Fighter Pilots Museum Foundation, Inc.
- The Arizona Aerospace Foundation will continue to work closely with the International Fighter Museum Foundation providing exchange of aircraft, artifacts, management expertise and curatorial services.
- The amended museum lease will extend the completion deadline for the project from 2005 to 2010 due to lack of fund raising as a result of 9/11.
- The amended museum lease will include additional performance measures that the Lessee is obligated to meet.
- Except what is outlined in the amendment of the museum lease, the original agreement and the parties respective rights and obligations related to the original agreement remain unchanged.


Scott T. Gray, C.M., C.A.E.
Aviation Director

Attachments: (1) Resolution No. 6259
(2) Request Consent to Assignment
(3) First Amendment to Lease Agreement
(4) Letter dated February 20, 2003 from the Arizona Aerospace Foundation

Action
Taken

RESOLUTION NO. 6259

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING AN AMENDMENT AND OTHER MATTERS RELATED TO THE PROPOSED AIRCRAFT MUSEUM PROJECT TO BE LOCATED ON PROPERTY AT THE SOUTHEAST CORNER OF SCOTTSDALE ROAD AND THUNDERBIRD ROAD.

WHEREAS, by resolution No. 5781 adopted April 3, 2001, the Council of the City of Scottsdale authorized a lease (the "Lease") with Arizona Aerospace Foundation, an Arizona nonprofit corporation ("Original Lessee") for a museum for vintage aircraft at the southeast corner of Scottsdale Road and Thunderbird Road; and

WHEREAS, Original Lessee has requested that the Lease be modified in certain particulars, that the City consent to the assignment of the Lease to International Fighter Pilots Museum Foundation, Inc., an Arizona nonprofit corporation and that the City release Original Lessee from future obligations under the Lease; and

WHEREAS, the City Council has determined that the public good and future of the proposed museum can be best furthered by granting the approvals requested;

NOW, THEREFORE, be it resolved that:

Section 1. The Mayor is hereby authorized to execute on behalf of the City the Consent to Lease Assignment attached hereto as Exhibit "A."

Section 2. The Mayor is hereby authorized to execute on behalf of the City of Scottsdale the First Amendment to Lease Agreement attached hereto as Exhibit "B."

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of March 2003.

Mary Manross, Mayor

ATTEST:

By: _____
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

By: _____
David A. Pennartz, City Attorney

REQUEST FOR CONSENT TO ASSIGNMENT

THIS REQUEST FOR CONSENT TO ASSIGNMENT (the "Notice") is given this ____ day of _____, 2003 to the City of Scottsdale, an Arizona municipal corporation ("Lessor") by Arizona Aerospace Foundation, Inc., an Arizona nonprofit corporation ("Assignor") and International Fighter Pilots Museum, Inc., an Arizona nonprofit corporation ("Assignee").

W I T N E S S E T H

- A. Lessor is the owner of certain real property (the "Property") located at the Scottsdale airport in the City of Scottsdale, Maricopa County, Arizona.
- B. Lessor and Assignor are parties to that certain Lease Agreement dated April 9, 2001 and recorded April 23, 2001 at document No. 01-0328016 of the public records of Maricopa County, Arizona (the "Original Agreement").
- C. Pursuant to that certain _____ (the "Assignor Assignment") dated _____, 19__, Assignor proposes to assign to Assignee all of its rights in the Property under the Lease (the "Assignment").
- D. Undefined terms capitalized in this Agreement have the meanings assigned in the Lease.

NOW THEREFORE, Assignor and Assignee hereby give this Notice as follows:

1. Consent Requested. Assignor and Assignee request Lessor's consent to the Assignment.
2. Assignment Fee Waiver. Assignor and Assignee request that Lessor waive the assignment fee (the "Assignment Fee") required by the last sentence of paragraph 17.4 of the Original Agreement.

EXECUTED as of the date first given above.

Assignor: ARIZONA AEROSPACE FOUNDATION,
INC., an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

Assignee: INTERNATIONAL FIGHTER PILOTS
MUSEUM, an Arizona nonprofit corporation

By: _____
Its: _____

CONSENT TO ASSIGNMENT

Lessor on this _____ day of _____, 2003, responds to the foregoing Notice by giving to Assignor and Assignee this consent to assignment (the "Consent to Assignment") as follows:

1. Novation. Upon completion of the Assignment, Assignor shall be released completely for responsibility for future performance of the Lessee's obligations under the Original Agreement after the date of the Assignment. The preceding sentence does not release Assignor from any responsibility, liability or obligation with respect to the requirements of the Original Agreement arising or attributable to the period prior to the Assignment.

2. Consent to Assignment. Lessor hereby consents to the Assignment.

3. Assignment Fee Waiver. Lessor hereby waives the Assignment Fee with respect to the Assignment.

4. Preconditions. Notwithstanding anything in this Consent to Assignment to the contrary, Consent to Assignment is not effective in any respect unless and until all of the following are completed no later than thirty (30) days after the date of this Consent to Assignment:

4.1 Assignee executes, acknowledges, delivers to Lessor and records in the office of the Maricopa County Recorder an assumption of the Original Agreement in the form attached hereto as Exhibit "A."

4.2 Assignor and Assignee deliver to Lessor a copy of an instrument recorded in the office of the Maricopa County Recorder accomplishing the Assignment.

5. No Amendment. All terms, conditions and provisions of the Original Agreement are continued in full force and effect and remain unaffected and unchanged hereby.

EXECUTED as of the date first stated above.

Lessor: **CITY OF SCOTTSDALE**, an Arizona
municipal corporation

By: _____
Mary Manross, Mayor

When Recorded Return to:
Lila Madden (Gary Mascaro)
ONE STOP SHOP
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

ASSUMPTION OF LEASE

Regarding City of Scottsdale contract 2001-0328016
(aircraft museum)

This assumption is made pursuant to paragraph 17.5 of that certain lease agreement (the "Agreement") between City of Scottsdale, an Arizona municipal corporation ("Lessor") and Arizona Aerospace Foundation, an Arizona nonprofit corporation ("Assignor") dated April 9, 2001 and recorded April 23, 2001 at document No. 01-0328016 of the public records of Maricopa County, Arizona.

International Fighter Pilots Museum, Inc., an Arizona nonprofit corporation ("Assignee"), having acquired the rights of Assignor, hereby assumes the Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Agreement. The person signing this document on behalf of Assignee warrants to Lessor his authority to do so.

Dated: _____, 2003

International Fighter Pilots Museum, Inc., an
Arizona nonprofit corporation

By: _____
Its: _____

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ of International Fighter Pilots Museum, Inc.,
an Arizona nonprofit corporation.

Notary Public

My Commission Expires:

Exhibit "A"

A-1

WHEN RECORDED RETURN TO:
Lila Madden (Gary Mascaro)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

C.O.S. Contract No. 2001-022-COS-A
(aircraft museum)

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made this ____ day of _____, 2003, by and between the City of Scottsdale, an Arizona municipal corporation ("Lessor") and International Fighter Pilots Museum Foundation, Inc., an Arizona nonprofit corporation ("Lessee").

W I T N E S S E I H

- A. Lessor is the owner of certain real property (the "Premises") located at the southeast corner of Scottsdale Road and Thunderbird Road in the City of Scottsdale, Maricopa County, Arizona, and more particularly described on Exhibit "A" attached hereto.
- B. Lessor and Lessee are parties to that certain Lease Agreement dated April 9, 2001 and recorded April 23, 2001 at document No. 01-0328016 of the public records of Maricopa County, Arizona (the "Original Agreement").
- C. In light of subsequent events and circumstances, Lessor and Lessee have determined that the purposes of the Original Agreement can be better achieved if certain changes are made to the Original Agreement.
- D. Lessor and Lessee desire to amend the Original Agreement to revise the Site Plan, increase the time for Lessee to construct the Project, and establish additional milestones to measure Lessee's progress toward constructing the Project.
- E. Undefined terms capitalized in this Amendment have the meanings assigned in the Original Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and representations contained herein, Lessee and Lessor agree as follows:

- 1 Site Plan Replaced. The Site Plan described in recital E of the Original Agreement and attached as Exhibit "B" to the Original Agreement is deleted and replaced by the drawing attached to this Amendment as Exhibit "B."
- 2 Completion Date Adjustment. The Completion Date defined in recital G of the Original Agreement is changed to April 9, 2010.
- 3 Termination Notice Deadline. Paragraph 3.1.5 of the Original Agreement is edited to state as follows:

Except as expressly provided herein with respect to deadlines related to Lessee's fundraising efforts, Lessee may not send a Termination Notice after the date which is the second annual anniversary of this Agreement.

4 Additional Milestones. The following provisions are added to the end of Article 8 of the Original Agreement:

8.5 Project Funding Resources. In addition to Lessee's obligation to construct the Project prior to the Completion Deadline and within the schedule established in this Agreement, Lessee shall also meet the following deadlines to obtain the financial resources necessary to construct the Project:

8.5.1 On or before April 1, 2004, Lessee shall give notice to Lessor that Lessee has received actual donations or binding written pledges for donations in the amount of Five Hundred Thousand Dollars (\$500,000).

8.5.2 On or before April 1, 2005, Lessee shall give notice to Lessor that Lessee has received additional actual donations or binding written pledges for donations in the additional amount of One Million Dollars (\$1,000,000).

8.5.3 On or before April 1, 2006, Lessee shall give notice to Lessor that Lessee has received additional actual donations or binding written pledges for donations in the additional amount of One Million Dollars (\$1,000,000).

8.5.4 On or before April 1, 2007, Lessee shall give notice to Lessor that Lessee has received additional actual donations or binding written pledges for donations in the additional amount of Two Million Dollars (\$2,000,000).

8.5.5 On or before April 1, 2008, Lessee shall give notice to Lessor that Lessee has received additional actual donations or binding written pledges for donations in the additional amount of One Million, Five Hundred Thousand Dollars (\$1,500,000).

8.5.6 All such donations must be useable by Lessee to fund the capital costs of constructing the Project.

8.5.7 Each such notice shall be accompanied by evidence reasonably acceptable to Lessor that the donations are available to Lessee to construct the Project.

8.5.8 Lessor may unilaterally extend donation or pledge deadlines.

8.5.9 In the event Lessee determines on or before a donation or pledge deadline that Lessee will not be able to timely receive the required donations or pledges, Lessee shall have the right in its sole and absolute discretion to terminate this Agreement by giving to Lessor a Termination Notice on or prior to the applicable deadline.

5 Recording. Within ten (10) days after the date of this Agreement, Lessee shall cause this Amendment to be recorded in the office of the Maricopa County Recorder.

6 No Further Amendment. Except as expressly amended by specific provisions of this Amendment, the Original Agreement and the parties' respective rights and obligations related to the Original Agreement are not affected by this Amendment.

7 Lessee's Prior Assignees. Lessee warrants and represents that no person other than Lessee has or claims any right in the Premises through Lessee or the Original Agreement.

EXECUTED as of the date first given above.

Lessee: International Fighter Pilots Museum
Foundation, an Arizona nonprofit
corporation

By: _____
Its: _____

City: **CITY OF SCOTTSDALE**, an Arizona
municipal corporation

By: _____
Mary Manross, Mayor

ATTEST:

Sonia Robertson, City Clerk

APPROVED AS TO FORM:

David A. Pennartz, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 by _____ of International Fighter Pilots Museum Foundation, an Arizona nonprofit corporation.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Mary Manross, Mayor of the City of Scottsdale, an Arizona municipal corporation.

Notary Public

My Commission Expires:

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Legal description of museum land
B	Replacement Site Plan



THE ARIZONA AEROSPACE FOUNDATION

BOARD OF DIRECTORS

February 20, 2003

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Count Ferdinand von Galen

Vice Presidents

John N. Lane

Michael S. Hammond

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Michael A. Stillb

Peter J. Wurts

Advisor

Col. Kenneth M. Lewandowski,

USAF

General Don Owens

16216 E. Keota Dr.

Fountain Hills, AZ 85268

Dear Don:

The Executive Committee met on February 17, 2003 and the subject of the Scottsdale Museum and the anticipated lease amendment with the city of Scottsdale were discussed. After discussion the committee determined that the city should be informed of our plans and intentions to move this subject forward.

The Arizona Aerospace Foundation (AAF) and International Pilots Museum Foundation (IFPMF) have agreed to modify their contract providing autonomy for the IFPMF, a 501.3c foundation.

The new contract will allow all fund raising activities to be transferred from the AAF to the IFPMF. This is vital to emphasize fund raising in Scottsdale and to clearly identify the IFPMF as a Scottsdale museum. Donors are confused by the current arrangement and somewhat reluctant to send their donations to the AAF in Tucson.

Responsibility for fund raising also brings the obligation to design and construct the museum to the IFPMF.

The new contract will provide for the AAF to work closely with the IFPMF providing exchange of aircraft, artifacts, management expertise and curatorial services.

The lease held by the AAF with the City of Scottsdale will remain temporarily with the AAF. However, IFPMF assumes responsibility to meet the milestones imposed by the city of Scottsdale. The IFPMF will notify the AAF 30 days prior to any milestones dates. This will enable the AAF to comply with the terms of the milestones. The lease will be transferred to the IFPMF as soon as the IFPMF desires and the City of Scottsdale and the AAF agrees.

A Non-profit Organization

PIMA AIR AND SPACE MUSEUM - TUCSON / TITAN MISSILE MUSEUM - SAHUARITA
6000 East Valencia Road, Tucson, Arizona 85706 Phone: (520) 574-0462 - FAX (520) 574-9238
Website: www.pimaair.org

Our plan is contingent on two points; (1) the acceptance of the plan by the City of Scottsdale and (2) a modified contract with the IFAMF which is acceptable to the board of Director of the AAF. If the city cannot agree and a satisfactory letter per item two (2) of my letter to you dated February 18, 2003, in all likely-hood the AAF will be forced to terminate the existing land lease prior to March 8, 2003.

Sincerely,

A handwritten signature in dark ink, appearing to read "F. von Galen", with a long horizontal flourish extending to the right.

Count Ferdinand von Galen, President of Board of Directors
John Lane, Vice President of Board of Directors

A handwritten signature in dark ink, appearing to read "John Lane", with a large loop on the left side and a horizontal flourish extending to the right.

**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Consider Proposed
Revision to the Airport Minimum Operating Standards.**Agenda Item No.:** 7**Meeting Date:** 3/12/03**Staff Contact:** Gary Mascaro, C.M.**Phone:** (480) 312-7612**ACTION**

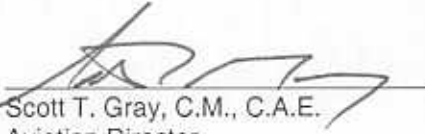
The Airport Advisory Commission considers the proposed revision to the Airport Minimum Operating Standards Section 7-10 concerning Mobile Aircraft Washing Services updating the requirements for aircraft washing plans.

PURPOSE

The purpose of this item is to update and reorganize the existing language in the Airport Minimum Operating Standards describing what information must be contained in an aircraft washing plan for commercial aircraft washing services at the Scottsdale Airport.

KEY CONSIDERATIONS

- The existing Airport Minimum Operating Standards contains language that addresses aircraft washing plans for Mobile Aircraft Washing Services that should be reorganized for clarity.
- To remain compliant with environmental regulations for stormwater runoff, the existing Airport Minimum Operating Standards addressing runoff water recovery and disposal will be enforced effective April 1, 2003, coinciding with the opening of the new Kilo ramp wash area.
- The current Mobile Aircraft Washing Permittees and Fixed Base Operators have been contacted and have not voiced any objections to the proposed revisions, or the provisions requiring the use of the new Kilo wash area or runoff water recovery for washing on the ramps.
- The Mobile Aircraft Washing Minimum Operating Standards are patterned after programs already in place at other valley airports.


Scott T. Gray, C.M., C.A.E.
Aviation Director

Attachment: (1) Proposed Airport Minimum Operating Standard

Action
Taken

Section 7-10. Mobile aircraft washing services

Mobile aircraft washing services operators engage in the cleaning, detailing or washing of aircraft either for the general public or for individual businesses. Aircraft washing is restricted to designated wash rack areas and shall be performed in accordance with Sections 2-11 and 2-12 of the rules and regulations. Mobile aircraft washing services operators shall meet the following standards:

(a) Authorization for aircraft washing in an area other than a designated wash area may be obtained by submitting and receiving approval of an aircraft washing plan that contains the following information:

1. Name of individual/company conducting washing services, contact name and phone number.
2. List of individuals/companies contracting for washing services; or list of aircraft to be washed, including FAA registration numbers, makes, and models of aircraft-to-be-washed.
3. A site map of the area in which washing will occur. The site map must contain the following.
 - a) An outline of the washing location to include location of runoff control structures.
 - b) Distance (in feet) from washing area to nearest drain(s).
 - c) Reference to buildings, terminal, roads, etc.
 - d) North arrow.

(b) Detailed description of washing method/operation, including the following details:

1. Wash water containment method(s), (ramp scrubber, containment boom, dry, etc.)
2. Amount of water used per wash and frequency of operation.
3. Name and amount of chemical(s) used per wash.
4. If "dry" washing or waxing/coating operations are to be conducted provide affirmation that tarps will be used to collect residual material for its proper disposal and protect the ramp (if appropriate).

~~5-(c)~~ Provide material safety data sheets (MSDS) for all chemicals to be used.

~~6:(d)~~ Method of disposal of retrieved wash/waste water. ~~If-if~~ water is to be disposed of on airport property the following steps must be taken:

~~7.1.~~ Disposal of wash/waste water must be done through an oil/water interceptor in to the sanitary sewer system.

~~8.2.~~ Approval for the discharge of wash/waste water on airport property must be obtained from the ~~airport director~~ city's environmental coordinator. The approval letter must be included in the final washing plan.

~~(e)(e)~~ A mobile aircraft washing services operator shall at all times maintain in effect the types and minimum amounts of insurance, and contain provisions cited herein for any of its activities at the airport that may be covered by such insurance specified in section 4.

~~(d)(f)~~ The operator shall pay fees as prescribed by lease, license, permit or agreement. At a minimum an operator shall pay the greater of twenty-five dollars (\$25.00) per month or a monthly aeronautical business permit fee of two and one-half (2 1/2) percent of gross income from the operator's sales.



COMMISSION ACTION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Consider Proposed
Revision to the Airpark Minimum Operating Standards.

Agenda Item No.: 8

Meeting Date: 3/12/03

Staff Contact: Gary Mascaro, C.M.

Phone: (480) 312-7612

ACTION

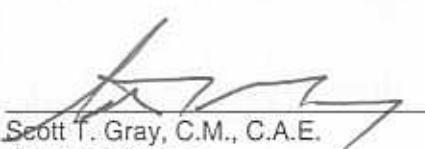
The Airport Advisory Commission considers the proposed revision to the Airpark Minimum Operating Standards to incorporate charter brokerage service in the Scottsdale Airpark and modify aircraft management services.

PURPOSE

The purpose of this item is to maintain consistency between the Airport and Airpark Minimum Operating Standards. As of July 1, 2002, charter brokerage service was approved in the Airport Minimum Operating Standards. After review by Airport staff, we believe it would be appropriate to incorporate and regulate this commercial aeronautical activity through a revision to the Airpark Minimum Operating Standards. In order to remain consistent with both the Airport and Airpark Minimum Operating Standards, Airport staff recommends a modification to aircraft management services.

KEY CONSIDERATIONS

- Since the Scottsdale Revised Code governing Aviation (Chapter 5) was overhauled in 1999, only limited types of commercial aeronautical activity are presently permitted in the airpark; charter brokerage from the airpark was an approved activity in the airpark under aircraft management services.
- To remain consistent in the regulatory documents, staff recommends removing "brokerage" from the definition of aircraft management services and creating a new standard for charter brokerage similar to the Airport Minimum Operating Standards.
- Charter brokerage service has already been adopted in the Airport Minimum Operating Standards.
- A new Airport Minimum Operating Standard for charter brokerage service. The new standard will impose a fee of \$1.00/1,000 lbs maximum certified takeoff weight for all aircraft conducting this service.


Scott T. Gray, C.M., C.A.E.
Aviation Director

Attachment: (1) Proposed Airpark Minimum Operating Standards

Action
Taken

Section 6-4. Aircraft management services.

An aircraft management services operator means a person performing one or more of the following services in the management of another person's aircraft based on the airport or in the airpark: pilot staffing, records management, and other aircraft-related services not including services detailed in any other section contained herein. Aircraft management also encompasses the exercise of the privilege of FAR Part 91.501 ~~and the brokerage of aircraft through a FAR Part 135 operator to the general public~~ on behalf of the owner. Aircraft management does not include the control of or operation of aircraft under FAR Part 135. An aircraft management services operator shall:

- (a) Prior to conducting any aircraft management services on another person's aircraft based on the airport or in the airpark lease or own sufficient land and/or office to accommodate the proposed operations and obtain an aeronautical business permit from the airport.
- (b) If conducting aircraft management under FAR Part 91.501, occupy at least 1000 square feet of enclosed non-hangar gross floor area at the same location.
- (c) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities which may be covered by such insurance.
- (d) At a minimum an operator shall pay a monthly aeronautical business permit fee of one or more of the following:
 - 1. A monthly permit fee of one-hundred dollars (\$100.00) for the management of one or more piston-engine aircraft less than 12,500 pounds certificated maximum takeoff weight;
 - 2. A monthly permit fee of one-hundred and fifty dollars (\$150.00) for the management of each turbine/jet aircraft less than 12,500 pounds certificated maximum takeoff weight;
 - 3. A monthly permit fee of two-hundred and fifty dollars (\$250.00) for the management of each aircraft weighing 12,500-29,999 pounds certificated maximum takeoff weight; and
 - 4. A monthly permit fee of three-hundred and fifty dollars (\$350.00) for the management of each aircraft greater than 30,000 pounds certificated maximum takeoff weight.
 - 5. An annual permit fee of three-hundred dollars (\$300.00) in advance for the management of rotor-wing aircraft.

Section 6-5. Charter Brokerage Services.

A charter brokerage services operator means a person brokering another person's aircraft for use in charter operation or filling seats in an aircraft for purposes of charter operation. Charter brokerage service does not include the control or operation of aircraft under FAR Part 135. A charter brokerage services operator shall:

- (a) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport which may be covered by such insurance.
- (b) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator shall pay a monthly aeronautical business permit fee of \$1.00/1,000 lbs maximum certificated takeoff weight of all aircraft arriving or departing the airport in conjunction with this service.



COMMISSION INFORMATION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: February 2003 Noise Report.

Agenda Item No.: 9

Meeting Date: 3/12/03


Staff Contact: Kevin Shirer, A.A.E.

Phone: (480) 312-7609

INFORMATIONAL

The February 2003 Noise Report will be provided at the March 12, 2003 meeting.

The Airport Advisory Commission Subcommittee on Noise Issues will be discussing the noise report format and possible changes at their meeting on March 7, 2003.


Scott T. Gray, C.M., C.A.E.
Aviation Director



new
alarm

15000 N. Airport Dr. Ste. 2000 Scottsdale, AZ 85260
(480) 312-2321 • Fax (480) 312-8480
www.ci.scottsdale.az.us/airport

February 21, 2003

Chief Pilot
Pacific Jet
16644 Roscoe
Van Nuys, CA 91406

RE: Scottsdale Airport Noise Abatement Program Compliance

Dear Chief Pilot:

The purpose of this letter is to follow up on the noise complaints caused by the departure of your Gulfstream II aircraft from Scottsdale Airport at approximately 12:30 a.m., on Thursday, February 20, 2003. Noise sensitive residential areas surround the Airport, and we join our neighbors in requesting you respect our voluntary curfew and curtail all early morning flight activity in the future.

Our voluntarily program includes prohibitions on arrivals and departures between the hours of 10:00 p.m. and 6:00 a.m., suggesting quieter "Stage 3" aircraft be used at Scottsdale instead of "Stage 2" aircraft and encouraging compliance with noise abatement procedures. These voluntary actions can significantly reduce aircraft noise and assist us in being good neighbors.

We are committed to maintaining our legal obligations to operate the Airport and are actively seeking to implement every legal restriction on noisy aircraft to preserve our communities' special character and environment. Unfortunately, your early morning "Stage 2" aircraft operations only served to further erode community support for the Airport's continued success.

Enclosed for your information is our latest Noise Abatement Pilot Guide. I encourage you to review the Scottsdale Airport noise abatement procedures with your pilots and keep abreast of our current noise abatement bulletins via our website at <http://www.scottsdaleaz.gov/airport>.

Your assistance is vital to the success of our noise abatement program, and I thank you in advance for your future efforts to comply with our "fly neighborly" program. If you have any questions regarding the Scottsdale Airport or our noise abatement program, please contact me at (480) 312-7609.

Sincerely,

Kevin Shirer, A.A.E.
Planning & Environmental Coordinator

c: City Council, Council Aviation Subcommittee, Airport Advisory Commission





15000 N. Airport Dr. Ste. 2000 Scottsdale, AZ 85260
(480) 312-2321 • Fax (480) 312-8480
www.ci.scottsdale.az.us/airport

February 21, 2003

Cubs Flying Inc
1244 S. Gratiot
Mt. Clemens, MI 48043

RE: Noise Abatement Procedure Violation

To Whom It May Concern:

The purpose of this letter is to follow up on a departure from Scottsdale Airport on February 11th at approximately 3:00 p.m. of N9716H, which our records indicate is registered to you. According to the FAA Tower staff, the aircraft departed to the southeast by making a left turn after taking off from runway 21, which is not an approved noise abatement departure procedure.

The published noise abatement procedure when departing runway 21 is to request a climbing right-hand 270 degree turn before proceeding south/southeast. We ask that in the future, you make every effort to follow the published noise abatement procedures to avoid unnecessary overflight of residential neighborhoods at low altitudes.

Noise sensitive residential areas surround Scottsdale Airport and we join our neighbors in requesting your assistance to help preserve our communities' special character and environment. Enclosed for your information is our latest Noise Abatement Pilot Guide.

If you were not the pilot of the aircraft at the time above, I would greatly appreciate you forwarding this letter on to the pilot and notifying us for our records. I also encourage you to discuss Scottsdale Airport noise abatement procedures with other pilots to help spread the word about our program, and review our current efforts and noise bulletins on our website at <http://www.scottsdaleaz.gov/airport>.

Thank you in advance for your efforts to "fly neighborly" and participate in our noise abatement program. If you have any questions on Scottsdale Airport or our noise abatement program, please call me at (480) 312-7609.

Sincerely,

Kevin Shirer, A.A.E.
Noise Abatement Specialist

Enclosure - Pilot Guide

c: City Council, Council Aviation Subcommittee, Airport Advisory Commission





noise
abatement

15000 N. Airport Dr. Ste. 2000 Scottsdale, AZ 85260
(480) 312-2321 • Fax (480) 312-8480
www.ci.scottsdale.az.us/airport

February 18, 2003

Mr. Zack Koursaris
Atlantic Aviation Flight Services
2733 Industrial Avenue
Teterboro, NJ 07608

RE: Scottsdale Airport Noise Abatement Program Compliance

Dear Mr. Koursaris:

The purpose of this letter is to follow up on the noise complaints caused by the arrival and departure of your Gulfstream II aircraft to/from Scottsdale Airport at approximately 1:00 a.m. and 2:00 a.m., on Friday, February 14, 2003. Noise sensitive residential areas surround the Airport, and we join our neighbors in requesting you respect our voluntary curfew and curtail all early morning flight activity in the future.

Our voluntarily program includes prohibitions on arrivals and departures between the hours of 10:00 p.m. and 6:00 a.m., suggesting quieter "Stage 3" aircraft be used at Scottsdale instead of "Stage 2" aircraft and encouraging compliance with noise abatement procedures. These voluntary actions can significantly reduce aircraft noise and assist us in being good neighbors.

We are committed to maintaining our legal obligations to operate the Airport and are actively seeking to implement every legal restriction on noisy aircraft to preserve our communities' special character and environment. Unfortunately, your early morning "Stage 2" aircraft operations only served to further erode community support for the Airport's continued success.

Enclosed for your information is our latest Noise Abatement Pilot Guide. I encourage you to review the Scottsdale Airport noise abatement procedures with your pilots and keep abreast of our current noise abatement bulletins via our website at <http://www.scottsdaleaz.gov/airport>.

Your assistance is vital to the success of our noise abatement program, and I thank you in advance for your future efforts to comply with our "fly neighborly" program. If you have any questions regarding the Scottsdale Airport or our noise abatement program, please contact me at (480) 312-7609.

Sincerely,

Kevin Shirer, A.A.E.
Planning & Environmental Coordinator

c: City Council, Council Aviation Subcommittee, Airport Advisory Commission





15000 N. Airport Dr. Ste. 2000 Scottsdale, AZ 85260
(480) 312-2321 • Fax (480) 312-8480
www.ci.scottsdale.az.us/airport

February 18, 2003

Mr. Eric Wissinger
Bingham Leasing Company
1655 S. Country Club Drive
Mesa, AZ 85210

RE: Noise Abatement Procedure Violation

Dear Mr. Wissinger

The purpose of this letter is to follow up on a departure from Scottsdale Airport on February 10th at approximately 5:05 p.m. of N6649D, which our records indicate is registered to you. According to the FAA Tower staff, the aircraft departed to the southeast by making a left turn after taking off from runway 21, which is not an approved noise abatement departure procedure.

The published noise abatement procedure when departing runway 21 is to request a climbing right-hand 270 degree turn before proceeding south/southeast. We ask that in the future, you make every effort to follow the published noise abatement procedures to avoid unnecessary overflight of residential neighborhoods at low altitudes.

Noise sensitive residential areas surround Scottsdale Airport and we join our neighbors in requesting your assistance to help preserve our communities' special character and environment. Enclosed for your information is our latest Noise Abatement Pilot Guide.

If you were not the pilot of the aircraft at the time above, I would greatly appreciate you forwarding this letter on to the pilot and notifying us for our records. I also encourage you to discuss Scottsdale Airport noise abatement procedures with other pilots to help spread the word about our program, and review our current efforts and noise bulletins on our website at <http://www.scottsdaleaz.gov/airport>.

Thank you in advance for your efforts to "fly neighborly" and participate in our noise abatement program. If you have any questions on Scottsdale Airport or our noise abatement program, please call me at (480) 312-7609.

Sincerely,

Kevin Shirer, A.A.E.
Noise Abatement Specialist

Enclosure - Pilot Guide

c: City Council, Council Aviation Subcommittee, Airport Advisory Commission



**COMMISSION INFORMATION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME: Flight Tracking Systems Overview.****Agenda Item No.: 10****Meeting Date: 3/12/03****Staff Contact: Kevin Shirer, A.A.E.****Phone: (480) 312-7609****INFORMATIONAL**

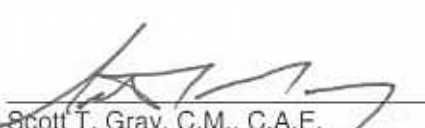
Review of various Flight Tracking System products, capabilities and costs.

PURPOSE

The purpose of this item is to present an overview of the need, benefit, capabilities and costs of various flight tracking systems as part of the ongoing airport noise abatement program efforts.

KEY CONSIDERATIONS

- Residents have voiced increased concern about aircraft altitude and overflights.
- The City and FAA lack a tool to monitor and track flight activity over our community to permit more effective pilot education and FAA enforcement for Federal Aviation Regulation violations.
- Various Flight Tracking Systems are available, with varying area of coverage, costs and capabilities.
- The FY '02-'03 Airport Enterprise Fund approved budget currently allocates \$63,000 for a Flight Tracking System.
- The City issued a Request for Information in 2001 and received responses from two flight tracking system providers.
- There have been discussions between the Cities of Phoenix and Scottsdale regarding "slaving" off of the existing system at Sky Harbor Airport.
- The manufacturer of a system that provides "real-time" flight tracking via the Internet recently approached the City.
- Flight tracking is becoming more an industry norm now that system prices have been reduced through new technology.


Scott T. Gray, C.M., C.A.E.
Aviation Director

Attachment: (1) Power Point Presentation

Flight Tracking Systems Overview

Airport Advisory Commission
March 12, 2003

Kevin Shirer, A.A.E.
Planning & Environmental Coordinator

Presentation Overview

- Need, Benefits & Types
- Capabilities & Costs
- Question & Answers

Flight Tracking Systems

→ Need & Benefit

- Increased concern about altitude & overflights
- Lack of tools - FAA enforcement & pilot education
- Tracking may result in heightened pilot awareness

→ Types & Features

- Simple viewers – no or limited historic data
- Full-featured system – data analysis, add-on features
- Alternative data sources to FAA Radar
- Public accessibility via the Internet

Flight Tracking Data Sources

→ FAA Radar – controlled delivery

- Data is filtered & delayed
- Restrictions via use agreement

→ FAA Radar – passive reception

- Data is filtered – but with “real-time” access
- No use agreement with FAA

→ Transponder signal – passive receiver matrix

- No filtering & “real-time”
- City owns, operates and distributes the data

Flight Tracking Systems

→ Radar-based systems

- TAMIS – Ancillary to Sky Harbor
- GEMS (ANOMS) - Direct data feed
- PASSUR – Lease, passive reception

→ Transponder-based system

- AirScene – Purchase/Lease
- Aerobahn – Purchase

Flight Tracking Systems

→ “Ideal” System Capabilities

- Real-time data
- Altitude and N number identification
- Public access via available Internet browsers
- Staff access to historic data & GIS analysis features
- Low-altitude coverage in all of Scottsdale
- Integrated radio frequency recording & playback
- Future noise monitoring add-on

Flight Tracking Systems

SYSTEM	DATA SOURCE	SIGNAL AREA	REAL TIME	WEB	GIS or Viewer
Tamis	FAA Radar	Limited	No	No	GIS
Anoms	FAA Radar	Limited	No	Yes	GIS
Passur	Radar Antenna	Limited	Yes	Yes	Viewer
AirScene	Receiver Matrix	Unlimited	Yes	Yes	GIS
Aerobahn	Receiver Matrix	Unlimited	Yes	?	GIS

Flight Tracking Systems

(Costs are approximate "ballpark" figures, lacking formal proposals)

SYSTEM	INITIAL COST	ANNUAL COST
Tamis (coupled to PHX)	\$65,000+	\$17,000+
Anoms	\$300,000+	\$20,000+
Passur	\$35,000+	\$24,000+
AirScene	\$200,000+	\$15,000+
Aerobahn	\$300,000+	\$20,000+

Future Options

→ Action - Council Aviation Subcommittee

- Determine desired capabilities
- Issue Request for Proposals
- Obtain additional funding

→ No action

- Monitor installations at other airports
- Accumulate more airport funding - FY'03 - '04
- Request system funding - Part 150 recommendations

Demonstrations & Questions?

Rannoch - Air Scene

Megadata - Passur



COMMISSION INFORMATION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Airport Operations Update.

Agenda Item No.: 11

Meeting Date: 3/12/03

Staff Contact: Chris Read

Ext.: (480) 312-2674

INFORMATIONAL

Review of Airport Operations at Scottsdale Airport.

PURPOSE

The purpose of this item is to keep the Airport Advisory Commission more informed of the day-to-day activities taking place at the City's airport.

OPERATIONAL UPDATE

Total Operations for February 2003 = 15,316

ALERTS

Date and Time	Type	Description
February 11 th /10:23 hrs.	Alert 1	Aero Commander, cabin would not pressurize
February 13 th /10:37 hrs.	Alert 1	Challenger, gear would not retract, returned to airport
February 20 th /17:15 hrs.	Alert 3	Cessna 172, touch and go, off runway, hit hangar
February 27 th /11:00 hrs.	Alert 1	Cessna 172, Rough running engine
February 27 th /17:25 hrs.	Alert 1	Merlin, #1 engine out

INCIDENTS

Date and Time	Description
February 4 th /12:10 hrs.	Fuel spill on Corporate Jets ramp
February 5 th /01:20 hrs.	Suspected break-in at Air Commerce Center, False Alarm
February 6 th /10:00 hrs.	Fuel spill at B1
February 6 th / 11:51hrs.	Aircraft off runway, taxied to Bravo taxiway
February 16 th /13:00 hrs.	Fuel Spill at Corporate Jets
February 16 th /17:00 hrs.	Seneca, blown tire on landing
February 26 th /18:00 hrs.	Gulfstream taxied into mud near A9
February 28 th /12:06 hrs.	Cessna 182, blown tire on landing


Scott T. Gray, C.M., C.A.E.
Aviation Director



COMMISSION ACTION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Review/Modify Airport
Advisory Commission Meeting Schedule 2003.

Agenda Item No.: 12

Meeting Date: 3/12/03

Staff Contact: Scott T. Gray

Phone: (480) 312-7735

ACTION


Review and approval and/or modification of Airport Advisory Commission Meeting Schedule for the year 2003.

PURPOSE

Pursuant to Bylaws of the Airport Advisory Commission, Section II., 202, Regular Meetings. Regular meetings of the Commission shall be held on the second Wednesday of each month immediately following the study session, unless otherwise scheduled by majority vote of its members. In the event the commission desires not to hold the preceding study session, the regular meeting shall begin at 6:00 p.m., unless otherwise scheduled by majority vote of its members.

KEY CONSIDERATIONS

- Determine quorum among membership for regular monthly meetings of the Airport Advisory Commission.
- To review and approve changes to regular meeting schedule.
- To provide for special meetings to be scheduled as necessary.


Scott T. Gray, C.M., C.A.E.
Aviation Director

Attachment: (1) Schedule of Meetings 2003

Action
Taken

SCOTTSDALE AIRPORT ADVISORY COMMISSION

SCHEDULE OF REGULAR MEETINGS

2003

JANUARY	8	
FEBRUARY	12	Cancelled
FEBRUARY	13	
MARCH	12	
APRIL	9	
MAY	14	
JUNE	11	
JULY	9	
AUGUST	13	
SEPTEMBER	10	
OCTOBER	8	
NOVEMBER	12	
DECEMBER	10	